

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
 - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 13, 2018

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

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

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA**REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | | |
|----|--|---------|------------------------------|
| 1. | Purchase from General Kinematics (Crystal Lake, IL) for fabrication and delivery of a replacement-in-kind Grizzly Scalper for the Waste-to-Energy Facility. Cost to fabricate and deliver—\$99,747.84 (incl. taxes and freight).
David Paine | Approve | OPR 2018-0455
RFB 4450-18 |
| 2. | Contract Amendment with Michael McMahon and the firm Etter, McMahon, Lamberson, Van Wert and Oreskovich, PC for legal services in the matter of Frank Straub vs. City of Spokane—increase not to exceed \$15,000. Total Contract Amount: \$200,000.
Sam Faggiano | Approve | OPR 2015-0915 |
| 3. | Contract Amendment with Witherspoon, Brajcich McPhee, PLLC (Spokane, WA) to provide legal services and advice to the City regarding the matter of the condemnation action against Brown Building Materials S/B-One, LLC—increase not to exceed \$65,000. Total Contract Amount: \$113,700.
Mike Ormsby | Approve | OPR 2016-0401 |
| 4. | Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2018—\$100,000.
Justin Bingham | Approve | OPR 2018-0494 |

- | | | | |
|-----|--|------------------------------------|------------------------------------|
| 5. | Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court—\$221,063 revenue.
Justin Bingham | Approve | OPR 2018-0495 |
| 6. | Low bid of Red Diamond Construction, Inc. (Spokane, WA) for Falls Avenue—Lower Crossing to Elm Street—\$184,577.74. An administrative reserve of \$18,457.77, which is 10% of the contract price will be set aside. (West Central Neighborhood)
Dan Buller | Approve | OPR 2018-0496
ENG 2017124 |
| 7. | New state grant with the Department of Ecology for \$94,000 to purchase a foam trailer, which will be used by SFD to deal with large hydrocarbon spills and fires. (Relates to Special Budget Ordinance C35666)
Brian Schaeffer | Approve | OPR 2018-0497 |
| 8. | Contract with Talisman Construction Services for City Hall Exterior Restoration—\$965,184.39. (Relates to Special Budget Ordinance C35667)
David Steele | Approve | OPR 2018-0498 |
| 9. | Report of the Mayor of pending: <ul style="list-style-type: none"> a. Claims and payments of previously approved obligations, including those of Parks and Library, through July 27, 2018, total \$8,200,886.14, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,404,954.72. b. Payroll claims of previously approved obligations through July 28, 2018: \$7,021.812.49. | Approve &
Authorize
Payments | CPR 2018-0002

CPR 2018-0003 |
| 10. | City Council Meeting Minutes: July 23, and July 26, 2018. | Approve
All | CPR 2018-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35666 Fire/EMS Fund
FROM: Dept. of Ecology, \$94,000;
TO: Machinery/Equip, same amount.

(This action allows the use of a new state grant from the Department of Ecology to purchase an AR-AFFF (Alcohol Resistant Aqueous Film Forming Foam) trailer. (Relates to Consent Agenda Item No. 8.)

Brian Schaeffer

ORD C35667 Asset Management Capital Fund
FROM: Unappropriated Reserves, \$478,188;
TO: Building Improvement, same amount.

(This action budgets the proceeds from the sale of S. Regal property to fund the exterior remodel of City Hall. (Relates to Consent Agenda Item No. 7)

Dave Steele

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

FINAL READING ORDINANCES

(Requires Four Affirmative, Recorded Roll Call Votes)

ORD C35665 Relating to the composition of the Community Housing and Human Services board; repealing chapter 04.34; and enacting a new chapter 04.34A of the Spokane Municipal Code.

Council Member Stratton

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35668 Creating a Sustainability Action Commission, describing its composition, and stating its goals, duties, and functions; and enacting a new chapter 4.36 to the Spokane Municipal Code.

Council Members Beggs & Burke and Council President Stuckart

ORD C35669 (To be considered under Hearings Item H1.b.)

ORD C35670 (To be considered under Hearings Item H2.b.)

ORD C35671 (To be considered under Hearings Item H3.b.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | | | |
|-----|----|--|-------------------------------------|------------|
| H1. | a. | Hearing on vacation of Crestline St. from Overbluff Road to a point just south of Southeast Boulevard together with Congress Street from Crestline Street to Southeast Boulevard, as requested by Gayle Terry. | Approve
Subject to
Conditions | |
| | b. | First Reading Ordinance C35669 vacating Crestline Street from Overbluff Road to a point just south of Southeast Boulevard together with Congress Street from Crestline Street to Southeast Boulevard. | Further
Action
Deferred | ORD C35669 |
| | | Eldon Brown | | |
| H2. | a. | Hearing on vacation of the alley between Sprague Avenue and 1st Avenue, between Lee Street and Stone Street as requested by Vanessa Behan Crisis Center. | Approve
Subject to
Conditions | |
| | b. | First Reading Ordinance C35670 vacating the alley between Sprague Avenue and 1st Avenue. | Further
Action
Deferred | ORD C35670 |
| | | Eldon Brown | | |
| H3. | a. | Hearing on vacation of portions of 32nd Avenue and Napa Street right-of-ways as requested by Touchmark. | Approve
Subject to
Conditions | |
| | b. | First Reading Ordinance C35671 vacating portions of 32nd Avenue and Napa Street right-of-ways. | Further
Action
Deferred | ORD C35671 |
| | | Eldon Brown | | |
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Motion to Approve Advance Agenda for August 13, 2018
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The August 13, 2018, Regular Legislative Session of the City Council is adjourned to August 20, 2018.

NOTES

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

08/13/2018

<u>Date Rec'd</u>	7/19/2018
<u>Clerk's File #</u>	OPR 2018-0455
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFB 4450-18
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 19009
Agenda Item Name	4490-PURCHASE OF GRIZZLY SCALPER FROM GENERAL KINEMATICS AT WTE		

Agenda Wording

Fabrication and delivery of a replacement-in-kind Grizzly Scalper at the WTE Facility. Cost to fabricate and deliver is \$99,747.84 including taxes and freight.

Summary (Background)

The Grizzly Scalper is part of the metals recovery system and separates metals from the ash produced at the WTE. Continuous operation and harsh environment have degraded the current equipment to the point that repairs are no longer an option. RFB 4450-18 was issued for a replacement in kind Grizzly Scalper and one (1) response was received from General Kinematics of Crystal Lake, IL. Without the use of the Grizzly Scalper the Facility will no longer be able to recycle metals from the ash.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ \$99,747.84	# 4490-44100-94000-56401
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 7/23
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<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
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<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
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<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
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<u>For the Mayor</u>	COTE, BRANDY	jsalstrom@spokanecity.org	
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Additional Approvals	tprince@spokanecity.org		
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<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	
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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Fabrication a Grizzly Scalper at the WTE
Date:	July 23, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure – Sustainability; Sustainable Resources – Sustainable Practices
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to purchase a Grizzly Scalper, without which the Waste to Energy Facility will not be able to recycle metals from the ash.
Background/History: The Grizzly Scalper is part of the metals recovery system. It is comprised of multiple rows of “finger like” plates on a sloped bed that separate the ash from the metal by use of an electric motor driven eccentric system that shakes the metal laden ash as it moves down the deck causing the ash to fall out, separating it from the metal. The existing Grizzly Scalper is part of the original metals separation equipment. The continuous (24 hrs./day) operation and harsh environment have degraded the structure to the point where economical repairs are no longer viable. This request is for a like in kind replacement of the Grizzly Scalper.	
Executive Summary: <ul style="list-style-type: none"> Replacement in kind of the Grizzly Scalper at the WTE which is responsible for metals separation from the ash for recycling. RFB 4450-18 was issued and only one response was received from General Kinematics Corporation. Cost to fabricate and deliver is \$99,747.84 including taxes and freight. Installation will be done separately. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

08/13/2018

Date Rec'd

7/31/2018

Clerk's File #

OPR 2015-0915

Renews #Cross Ref #Submitting Dept

CITY ATTORNEY

Contact Name/Phone

SAM FAGGIANO 6818

Project #Contact E-Mail

SFAGGIANOSPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

PAID BY CLAIMS

Agenda Item Name

0500 SPECIAL COUNSEL AMENDMENT

Agenda Wording

An amendment adding additional funds to the contract with Michael McMahon and the firm Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C.

Summary (Background)

Firm agreed to provide legal services and advice to the City of Spokane, and its officers and employees regarding the matter of FRANK STRAUB v. CITY OF SPOKANE, ET. AL. This is an amendment to a previous contract to provide funds to pay the final bill for the just completed appellate process. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is \$200,000.00.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 15,000

0000 0000 0000 00000

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DALTON, PAT

Study SessionDivision DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

mjm@ettermcmahon.com

For the Mayor

COTE, BRANDY

james.scott@ascrisk.com

Additional Approvals

sfaggiano@spokanecity.org

Purchasing

sdhansen@spokanecity.org

RISK MANAGEMENT

ORMSBY, MICHAEL



City of Spokane
SPECIAL 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 **ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.**, whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

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

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 15, 2015 and October 19, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**.

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

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest: Approved as to form:

City Clerk

Assistant City Attorney

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

08/13/2018

Date Rec'd

7/24/2018

Clerk's File #

OPR 2016-0401

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

MIKE ORMSBY 6287

Project #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT IN PROCESS

Agenda Item Name

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

Agenda Wording

The firm shall provide legal services and advice to the city regarding the matter of the condemnation action against Brown Building Materials S/B-One, LLC.

Summary (Background)

Additional funds are necessary. Requesting an additional \$65,000 for a total of \$113,700.00.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 65,000.00

3200-94997-95200-56102-99999

Select \$

#

Select \$

#

Select \$

#

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

DALTON, PAT

Study Session**Division Director****Other**

Exec. Session 7/26/18

Finance

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

jmcphree@workwith.com

For the Mayor

SANDERS, THERESA

mdoval@spokanecity.org

Additional Approvals

smsimmons@spokanecity.org

Purchasing

ktwohig@spokanecity.org

dbuller@spokanecity.org

nzollinger@spokanecity.org

sdhansen@spokanecity.org



City of Spokane
**SPECIAL COUNSEL
CONTRACT AMENDMENT**

Title: **CONDEMNATION ACTION**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **WITHERSPOON BRAJCICH McPHEE, PLLC**, whose address is 601 West Main Avenue, Suite 714, Spokane, Washington, 99201 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City regarding the matter of the CONDEMNATION ACTION AGAINST BROWN BUILDING MATERIALS/B-ONE LLC; and

WHEREAS, a change or revision of the Work has been requested, 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 May 2, 2016 and May 3, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective upon signature of the parties.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)** for everything furnished and done under this Contract Amendment.) as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$113,700.00)**.

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.

WITHERSPOON BRAJCICH McPHEE, PLLC

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

18-110

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

08/13/2018

<u>Date Rec'd</u>	7/23/2018
<u>Clerk's File #</u>	OPR 2018-0494
<u>Renews #</u>	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	JUSTIN 5994	Project #	
Contact E-Mail	JBINGHAM@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0500 2017 RELICENSING PROGRAM INTERLOCAL AGREEMENT		

Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2018.

Summary (Background)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue \$ 100,000		# 0500-11220-99999-34133
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u> 7/30/18
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	DALTON, PAT	jbingham@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	awinchell@spokanecity.org
Additional Approvals		kkeck@spokanecity.org
<u>Purchasing</u>		gvasquez@spokanecounty.org
		lhaskell@spokanecounty.org
		adeasy@spokanecity.org, jfaught@spokanecity.org

BRIEFING PAPER
City of Spokane
City Legal-City Prosecutor's Office
2018 Relicensing Program Interlocal
July 30, 2018 1:15PM-PSCHC

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2018.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket caseloads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

An important outcome resulting from this Court for the larger community is improved public safety.

Action

Recommendation of the Public Safety and Community Health Committee for City Council approval of the 2018 Relicensing Program Interlocal Agreement (January 1, 2018 – December 31, 2018).

Funding

City funds for this interlocal agreement are available in the City's 2018 annual budget.

NO. 18 - 0 4 6 3

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A RELICENSING)
PROJECT INTERLOCAL AGREEMENT AMONG)
THE COUNTY OF SPOKANE, CITY OF SPOKANE)
AND SPOKANE COUNTY PROSECUTING)
ATTORNEY [January 1, 2018-December 31, 2018])

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (hereinafter referred to sometimes as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane and Spokane County Prosecuting Attorney are desirous of entering into an agreement wherein they will cooperatively participate in the Relicensing Project for the time frame from January 1, 2018 through December 31, 2018. The purpose of the Relicensing Project is to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6), that either the chairman of the Board or a majority of the Board be and is hereby authorized to execute that agreement termed "City of Spokane & Spokane County RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2018-December 31, 2018)" wherein Spokane County, City of Spokane and Spokane County Prosecuting Attorney will cooperatively participate in the Relicensing Project for the time frame from January 1, 2018 through December 31, 2018 which project will enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3rd Degree on the criminal justice system.

PASSED AND ADOPTED this 26th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON



ATTEST:
CLERK OF THE BOARD

Josh Kerns
JOSH KERNS, Chair

Mary E. Kuney
MARY KUNEY, Vice Chair

Ginna Vasquez
Ginna Vasquez

Al Frnech
AL FRNECH, Commissioner

City Clerk's No.
Resolution No.: 18-0463



City of Spokane & Spokane County

**RELICENSING PROJECT
INTERLOCAL AGREEMENT**

DATE: *January 1, 2018 - December 31, 2018*

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY", SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY", and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR", hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of COUNTY property and management of COUNTY funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES hereto agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2018 and continue until December 31, 2018. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II and Legal Office Assistant -2 or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.

2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.
9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2018. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2018, of its intent to participate in this Agreement in calendar year 2019 and any proposed budget changes affecting this Agreement for calendar year 2018. However, the Parties recognize that any intent to continue participation in 2019 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2018 for 2019. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.

2. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2018, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2018 showing that the CITY advances approximately forty-eight percent (48%) of budgeted costs of RP and the COUNTY advances fifty-two percent (52%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.
3. In January 2019, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2018 through December 31, 2018 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2018 through December 31, 2018 contribution.
4. Using the same percent of contribution determined in paragraph 3, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2018 through December 31, 2018. The proceeds from the administrative fee collected during October, November and December of 2018 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2018 through December 31, 2018 to those determined under the terms of paragraph 3.
5. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.

- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.


County initials

City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each PARTY contributing to its acquisition.

SECTION NO. 9: ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SECTION NO. 10: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have

solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 11 RCW 39.34 REQUIRED CLAUSES

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 2 above.
- H. Property Upon Termination. See Section No. 8 above.

SECTION NO. 12: MISCELLANEOUS

- A. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- D. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. Assignment. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

- F. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- I. Venue. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- K. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 26th day of June 2018.



ATTEST:

Ginna Vasquez
Ginna Vasquez, Clerk of the Board
18 - 0463

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Josh Kerns
JOSH KERNS, CHAIR

Mary E. Kuney
MARY KUNEY, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

PROSECUTOR:

Dated: 6.26.18

Jim D. Haskell For
Lawrence H. Haskell, County Prosecutor

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SCHEDULE A

2018 Community Relicensing Project Budget Summary

	Gross Expense	City Contribution	County Contribution
City Prosecuting Attorney			
Personnel Expenses			
Asst Prosecutor - Salary	64,810	64,810	
Asst Prosecutor - Benefits	24,671	24,671	
City Non-personnel Expenses			
Registration and Travel	2,565	2,565	
Equipment			
Publications and Supplies	5,207	5,207	
Office Space	2,747	2,747	
Total City Prosecutor Expenses	100,000	100,000	
County Prosecutor			
Personnel Expenses			
LOA2 - Salary	26,926		26,926
Paralegal - Salary	45,194		45,194
Payroll - Benefits	33,642		33,642
County Copier			
Lease	1,654		1,654
Copy use	483		483
Total County Prosecutor Expenses	107,899		107,899
Total Funding	207,899	100,000	107,899
%	100%	48%	52%



City of Spokane & Spokane County

**RELICENSING PROJECT
INTERLOCAL AGREEMENT**

DATE: *January 1, 2018 - December 31, 2018*

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY", SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY", and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR", hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of COUNTY property and management of COUNTY funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

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

08/13/2018

Date Rec'd

7/23/2018

Clerk's File #

OPR 2018-0495

Renews #Submitting Dept

CITY ATTORNEY

Contact Name/Phone

JUSTIN 5994

Contact E-Mail

JBINGHAM@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0500 2018 MENTAL HEALTH COURT INTERLOCAL AGREEMENT

Cross Ref #Project #Bid #Requisition #Agenda Wording

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

Summary (Background)

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund county-wide sales tax provision.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 110,531.50

0500-19500-99999-31314

Revenue \$ 110,531.50

0700-19500-99999-31314

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study Session

7/30/18

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

jbingham@spokanecity.org, korlob@spokanecity.org

For the Mayor

SANDERS, THERESA

awinchell@spokanecity.org, kknox@spokanecity.org

Additional Approvals

jfaught@spokanecity.org, adeasy@spokanecity.org

Purchasing

tstaab@spokanecity.org

tkrzynski@spokanecounty.org

lhaskell@spokanecounty.org

gvasquez@spokanecounty.org

BRIEFING PAPER
City of Spokane
City Legal-City Prosecutor's Office
2018 Mental Health Court Interlocal
July 30, 2018 1:15PM- PSCHC

Subject

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

Background

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

Impact

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

Action

Recommendation of the Safety and Community Health Committee for City Council approval of the 2018 Spokane Mental Health Court Interlocal Agreement (January 1, 2018 – December 31, 2018).

Funding

City funds for this interlocal agreement are available in the City's 2018 annual budget.

NO. **18 - 0 4 6 2**

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A MENTAL)
HEALTH COURT INTERLOCAL AGREEMENT)
AMONG SPOKANE COUNTY, CITY OF)
SPOKANE, SPOKANE COUNTY)
PROSECUTING ATTORNEY AND SPOKANE)
COUNTY PUBLIC DEFENDER FOR)
CALENDAR YEAR 2018)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

WHEREAS, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of

one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would **renew** the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

WHEREAS, the COUNTY is desirous of making 2018 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2018 expanded Mental Health Court; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions RCW 36.32.120(6), chapter 39.34 RCW and RCW 82.14.460, that either the Chairman of the Board or a majority of the Board be and are hereby authorized to execute that document entitled "MENTAL HEALTH COURT INTERLOCAL AGREEMENT" (January 1, 2018 – December 31, 2018) pursuant to which the County will make available to the City of Spokane, Spokane County Prosecuting Attorney and the Spokane County Public Defender certain revenues from the one tenth of one-percent of mental health sales and use tax to be used in conjunction with their respective participation in the Mental Health Court.


PASSED AND ADOPTED this 26th day of June 2018.



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON


JOSH KERNS, Chair


MARY KUNEY, Vice-Chair


Ginna Vasquez, Clerk of the Board


AL FRENCH, Commissioner

MENTAL HEALTH COURT INTERLOCAL AGREEMENT

(January 1, 2018 - December 31, 2018)

THIS AGREEMENT entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the COUNTY, acting through the Board of County Commissioners, has the care of county property and management of county funds and business; and

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal actions in which the state or the county may be a PARTY; and

WHEREAS, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

WHEREAS, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of

new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

WHEREAS, the COUNTY is desirous of making 2018 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2018 expanded Mental Health Court; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

SECTION NO. 1: **PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Behavioral Health Organization (BHO) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 13-0964.

SECTION NO. 2: **TERM.**

This Agreement shall begin on January 1, 2018, and continue until December 31, 2018.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2018, for any individual who has been accepted into and

remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2017 1/10th of 1% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

SECTION NO. 3: RESPONSIBILITIES OF PARTIES

A. FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1) City Presiding Judge:
 - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,
 - Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
 - Executing the order of transfer from the Municipal Court to the Mental Health Court.

2) City Prosecutor:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
- Representing the interests only of the CITY in conjunction with the Mental Health Court.

3) City Public Defender:

- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
- Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

B. CITY:

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represents the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

C. PROSECUTOR:

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests **ONLY** of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

D. PUBLIC DEFENDER:

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

E. COUNTY:

- 1) Provide funding through the BHO **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

F. LIMITED RESOURCES / COOPERATION:

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.
- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

SECTION NO. 4: COMPENSATION

The COUNTY through the Behavioral Health Organization (BHO) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment "A".

The CITY shall send all requests for reimbursement for the City as set forth in Attachment "A" to the Behavioral Health Organization (BHO) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment "A" to the Behavioral Health Organization (BHO) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment "A" to the Behavioral Health Organization (BHO) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County BHO to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the BHO reimburse any PARTY in excess of that amount set forth in Attachment "A".

SECTION NO. 5: AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The COUNTY will place the Agreement on its WEB site.

SECTION NO. 6: MAINTENANCE OF RECORDS

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.

SECTION NO. 7: ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

SECTION NO. 9: LIABILITY

For the purpose of this Section, the terminology “CITY” shall include the City Public Defender and City Prosecutor. The terminology “COUNTY” shall include the PROSECUTOR and PUBLIC DEFENDER.

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

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

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

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

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

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

SECTION NO. 10: NOTICES

All notices shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: Behavioral Health Organization
312 W. 8th Avenue
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative
City Hall, Seventh Floor
808 West Spokane Falls Boulevard
Spokane, Washington 99201-3303

Copies: City Public Defender
824 North Monroe Street
Spokane, Washington 99201

City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney
1100 West Mallon Avenue
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender
1033 West Gardner Avenue
Gardner Court Building
Spokane, Washington 99260

SECTION NO. 11: INSURANCE

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by

the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the BHO until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

SECTION NO. 12: NON-WAIVER

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

SECTION NO. 13: HEADINGS

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

SECTION NO. 14: ENTIRE AGREEMENT

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

SECTION NO. 15: MODIFICATION

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

SECTION NO. 16: ASSIGNMENT

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

SECTION NO. 17: SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

SECTION NO. 18: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 19: NONDISCRIMINATION

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

SECTION NO. 20: VENUE STIPULATION

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 21: COUNTERPARTS

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

SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. Purpose. See Section No. 1 above.
- B. Duration. See Section No. 2 above.
- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.

H. Property upon Termination. See Section No. 7 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year below their respective signatures.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

DATED: 6.26-18



[Signature]
JOSH KERNS, Chair

ATTEST:

[Signature]
MARY KUNEY, Vice Chair

[Signature]
Ginna Vasquez
Clerk of the Board
18 - 0462

[Signature]
AL FRENCH, Commissioner

DATED: _____

CITY OF SPOKANE:

Attest:

By: _____
Mayor

City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

DATED: 6/15/18

SPOKANE COUNTY PROSECUTING
ATTORNEY

By: [Signature]

Its: Prosecuting Attorney
(Title)

DATED: 6.15.18

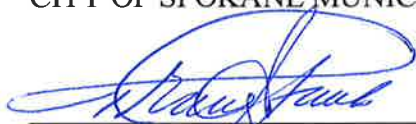
SPOKANE COUNTY PUBLIC DEFENDER

By: T.L.C.
KRYMINSKI

Its: County Public Defender
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT


Tracy Staab Presiding Judge

CITY PUBLIC DEFENDER


Katherine Knox

CITY PROSECUTOR


Justin Bingham

2018
ATTACHMENT "A"

PARTY	COUNTY FUNDING FROM MENTAL HEALTH TAX	FUNDING TO BE USED FOR
CITY	\$221,063	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$110,951	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$110,112	County Public Defender/Support Staff/M&O

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

08/13/2018

<u>Date Rec'd</u>	7/31/2018
<u>Clerk's File #</u>	OPR 2018-0496
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2017124
<u>Bid #</u>	
<u>Requisition #</u>	CR 19564

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - RED DIAMOND CONSTRUCTION, INC.

Agenda Wording

Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for Falls Avenue - Lower Crossing to Elm - \$184,577.74. An administrative reserve of \$18,457.77, which is 10% of the contract price, will be set aside. (West Central Neighborhood Council)

Summary (Background)

On July 30, 2018 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$184,577.74, which is \$42,351.26 or 18.66% under the Engineer's Estimate; three other bids were received as follows: T. LaRiviere Equipment & Excavation - \$231,677.40; Award Construction, Inc. - \$233,601.50; and Inland Asphalt Company - \$234,434.34.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 203,035.51	# 1990 49846 42800 54201 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	PS&H 7/30/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	COTE, BRANDY	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<u>Purchasing</u>		kgoodman@spokanecity.org	
		htrautman@spokanecity.org	

Briefing Paper

Public Safety & Health

Division & Department:	Public Works, Engineering
Subject:	Falls Ave. – Lower Crossing to Elm
Date:	8-6-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: This project paves the existing gravel street connecting the houses at the bottom of the hill to Elm St. – see attached exhibit.	
Executive Summary: In addition to paving this street, this project includes curb replacement on the north side of the street, misc. sidewalk repairs to the existing sidewalk on the north side and ADA and storm drainage improvements at the bottom of the hill.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



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

Project Number: 2017124

Project Description Falls Ave. - Lower Crossing to Elm

Original Date 7/3/2018 12:34:11 PM

Funding Source Local

Update Date 7/30/2018 1:50:04 PM

Preparer David St Pierre

Addendum

Project Number: 2017124			Engineer's Estimate		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Award Construction, Inc_	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Street

Sales tax shall be included in unit prices

0		EA	0.00		0.00		0.00		0.00	
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	900.00	*****	500.00	*****	650.00
103	POTHOLING	2 EA	500.00	1,000.00	300.00	600.00	900.00	1,800.00	485.00	970.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,000.00	*****	3,000.00	*****	1,200.00
105	MOBILIZATION	1 LS	*****	21,000.00	*****	29,000.00	*****	28,100.00	*****	27,500.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	6,000.00	*****	17,000.00	*****	17,000.00
107	SPECIAL SIGNS	16 SF	25.00	400.00	40.00	640.00	30.00	480.00	21.00	336.00
108	TYPE III BARRICADE	4 EA	75.00	300.00	100.00	400.00	60.00	240.00	1,330.00	5,320.00
109	CLEARING AND GRUBBING	1 LS	*****	3,000.00	*****	4,500.00	*****	6,000.00	*****	3,700.00
110	TREE PROTECTION ZONE	11 EA	200.00	2,200.00	225.00	2,475.00	210.00	2,310.00	205.00	2,255.00
111	REMOVE TREE, CLASS I	2 EA	500.00	1,000.00	400.00	800.00	250.00	500.00	245.00	490.00
112	REMOVE TREE, CLASS III	1 EA	4,000.00	4,000.00	4,500.00	4,500.00	4,200.00	4,200.00	4,100.00	4,100.00
113	TREE PRUNING	33 EA	300.00	9,900.00	200.00	6,600.00	180.00	5,940.00	175.00	5,775.00

<i>Project Number:</i> 2017124			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Award Construction, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
114	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	6,400.00	*****	6,000.00	*****	1,200.00
115	REMOVE EXISTING CURB	681 LF	20.00	13,620.00	9.00	6,129.00	10.00	6,810.00	7.00	4,767.00
116	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	86 SY	15.00	1,290.00	12.00	1,032.00	15.00	1,290.00	30.50	2,623.00
117	SAWCUTTING CURB	6 EA	45.00	270.00	100.00	600.00	50.00	300.00	30.00	180.00
118	SAWCUTTING RIGID PAVEMENT	180 LFI	1.00	180.00	2.50	450.00	3.00	540.00	1.20	216.00
119	SAWCUTTING FLEXIBLE PAVEMENT	320 LFI	0.50	160.00	3.00	960.00	1.20	384.00	0.60	192.00
120	ROADWAY EXCAVATION INCL. HAUL	250 CY	35.00	8,750.00	30.00	7,500.00	40.00	10,000.00	35.50	8,875.00
121	PREPARATION OF UNTREATED ROADWAY	1312 SY	2.50	3,280.00	6.00	7,872.00	2.00	2,624.00	5.00	6,560.00
122	REMOVE UNSUITABLE FOUNDATION MATERIAL	5 CY	25.00	125.00	0.01	0.05	50.00	250.00	61.00	305.00
123	REPLACE UNSUITABLE FOUNDATION MATERIAL	5 CY	32.00	160.00	0.01	0.05	65.00	325.00	62.00	310.00
124	CRUSHED SURFACING TOP COURSE	111 CY	50.00	5,550.00	80.00	8,880.00	85.00	9,435.00	90.00	9,990.00
125	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	150.00	600.00	100.00	400.00	130.00	520.00	105.00	420.00
126	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	2650 SY	17.00	45,050.00	14.60	38,690.00	16.50	43,725.00	15.50	41,075.00
127	SOIL RESIDUAL HERBICIDE	422 SY	3.00	1,266.00	0.30	126.60	1.20	506.40	1.00	422.00
128	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
129	COMPACTION PRICE ADJUSTMENT	901 EST	1.00	901.00	1.00	901.00	1.00	901.00	1.00	901.00
130	CATCH BASIN TYPE 4	2 EA	3,000.00	6,000.00	4,000.00	8,000.00	3,400.00	6,800.00	3,750.00	7,500.00
131	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	600.00	600.00	900.00	900.00	650.00	650.00	850.00	850.00
132	VALVE BOX AND COVER	2 EA	400.00	800.00	130.00	260.00	400.00	800.00	360.00	720.00

Project Number: 2017124			Engineer's Estimate		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Award Construction, Inc_	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Street					Sales tax shall be included in unit prices					
133	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	400.00	1,600.00	375.00	1,500.00	500.00	2,000.00	270.00	1,080.00
134	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	2 CY	35.00	70.00	0.01	0.02	50.00	100.00	70.00	140.00
135	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	2 CY	40.00	80.00	0.01	0.02	65.00	130.00	100.00	200.00
136	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	300.00	*****	500.00	*****	1,500.00
137	CATCH BASIN SEWER PIPE 8IN. DIAM.	65 LF	55.00	3,575.00	60.00	3,900.00	45.00	2,925.00	140.00	9,100.00
138	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	2,000.00	*****	1,300.00	*****	500.00	*****	900.00
139	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	375.00	1,125.00	600.00	1,800.00	850.00	2,550.00
140	ESC LEAD	1 LS	*****	1,000.00	*****	1,100.00	*****	500.00	*****	550.00
141	INLET PROTECTION	3 EA	100.00	300.00	100.00	300.00	90.00	270.00	80.00	240.00
142	STREET CLEANING	15 HR	125.00	1,875.00	25.00	375.00	300.00	4,500.00	125.00	1,875.00
143	WATTLE, PER LINEAR FOOT	5 LF	20.00	100.00	60.00	300.00	12.00	60.00	55.00	275.00
144	WEED SPRAYING AND CONTROL	1 EA	1,000.00	1,000.00	600.00	600.00	2,000.00	2,000.00	1,200.00	1,200.00
145	HYDROSEEDING	256 SY	7.00	1,792.00	8.00	2,048.00	12.00	3,072.00	14.00	3,584.00
146	CONSTRUCT BIO-INFILTRATION SWALE	65 SY	85.00	5,525.00	10.00	650.00	50.00	3,250.00	10.50	682.50
147	CEMENT CONCRETE CURB	750 LF	40.00	30,000.00	18.00	13,500.00	46.00	34,500.00	51.50	38,625.00
148	HAND PLACED RIPRAP	3 CY	70.00	210.00	90.00	270.00	140.00	420.00	155.00	465.00
149	CEMENT CONCRETE DRIVEWAY	10 SY	80.00	800.00	80.00	800.00	170.00	1,700.00	175.00	1,750.00
150	CEMENT CONC. SIDEWALK	60 SY	69.00	4,140.00	100.00	6,000.00	150.00	9,000.00	160.00	9,600.00
151	RAMP DETECTABLE WARNING	32 SF	30.00	960.00	42.00	1,344.00	50.00	1,600.00	46.50	1,488.00

<i>Project Number:</i> 2017124			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		T LaRiviere Equipment & Excavation Inc		Award Construction, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
152	SIGNING, PERMANENT	1 LS	*****	600.00	*****	800.00	*****	800.00	*****	815.00
153	PIPE OUTLET GRATE	1 EA	200.00	200.00	850.00	850.00	120.00	120.00	580.00	580.00
<i>Schedule Totals</i>				226,929.00		184,577.74		231,677.40		233,601.50

Project Number: 2017124			Engineer's Estimate		Inland Asphalt Company					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Street					Sales tax shall be included in unit prices					
0		EA	0.00		0.00		0.00		0.00	
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	600.00	*****	0.00	*****	0.00
103	POTHOLING	2 EA	500.00	1,000.00	682.00	1,364.00	0.00	0.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,950.00	*****	0.00	*****	0.00
105	MOBILIZATION	1 LS	*****	21,000.00	*****	25,213.94	*****	0.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	22,000.00	*****	0.00	*****	0.00
107	SPECIAL SIGNS	16 SF	25.00	400.00	12.00	192.00	0.00	0.00	0.00	0.00
108	TYPE III BARRICADE	4 EA	75.00	300.00	51.00	204.00	0.00	0.00	0.00	0.00
109	CLEARING AND GRUBBING	1 LS	*****	3,000.00	*****	4,320.00	*****	0.00	*****	0.00
110	TREE PROTECTION ZONE	11 EA	200.00	2,200.00	200.00	2,200.00	0.00	0.00	0.00	0.00
111	REMOVE TREE, CLASS I	2 EA	500.00	1,000.00	240.00	480.00	0.00	0.00	0.00	0.00
112	REMOVE TREE, CLASS III	1 EA	4,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00	0.00	0.00
113	TREE PRUNING	33 EA	300.00	9,900.00	170.00	5,610.00	0.00	0.00	0.00	0.00
114	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	7,730.00	*****	0.00	*****	0.00
115	REMOVE EXISTING CURB	681 LF	20.00	13,620.00	4.00	2,724.00	0.00	0.00	0.00	0.00
116	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	86 SY	15.00	1,290.00	45.00	3,870.00	0.00	0.00	0.00	0.00
117	SAWCUTTING CURB	6 EA	45.00	270.00	30.00	180.00	0.00	0.00	0.00	0.00
118	SAWCUTTING RIGID PAVEMENT	180 LFI	1.00	180.00	1.40	252.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2017124			<i>Engineer's Estimate</i>		Inland Asphalt Company					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
119	SAWCUTTING FLEXIBLE PAVEMENT	320 LFI	0.50	160.00	0.60	192.00	0.00	0.00	0.00	0.00
120	ROADWAY EXCAVATION INCL. HAUL	250 CY	35.00	8,750.00	36.40	9,100.00	0.00	0.00	0.00	0.00
121	PREPARATION OF UNTREATED ROADWAY	1312 SY	2.50	3,280.00	5.70	7,478.40	0.00	0.00	0.00	0.00
122	REMOVE UNSUITABLE FOUNDATION MATERIAL	5 CY	25.00	125.00	40.00	200.00	0.00	0.00	0.00	0.00
123	REPLACE UNSUITABLE FOUNDATION MATERIAL	5 CY	32.00	160.00	60.00	300.00	0.00	0.00	0.00	0.00
124	CRUSHED SURFACING TOP COURSE	111 CY	50.00	5,550.00	77.00	8,547.00	0.00	0.00	0.00	0.00
125	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	150.00	600.00	150.00	600.00	0.00	0.00	0.00	0.00
126	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	2650 SY	17.00	45,050.00	15.30	40,545.00	0.00	0.00	0.00	0.00
127	SOIL RESIDUAL HERBICIDE	422 SY	3.00	1,266.00	0.50	211.00	0.00	0.00	0.00	0.00
128	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
129	COMPACTION PRICE ADJUSTMENT	901 EST	1.00	901.00	1.00	901.00	0.00	0.00	0.00	0.00
130	CATCH BASIN TYPE 4	2 EA	3,000.00	6,000.00	4,550.00	9,100.00	0.00	0.00	0.00	0.00
131	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	600.00	600.00	850.00	850.00	0.00	0.00	0.00	0.00
132	VALVE BOX AND COVER	2 EA	400.00	800.00	640.00	1,280.00	0.00	0.00	0.00	0.00
133	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	400.00	1,600.00	350.00	1,400.00	0.00	0.00	0.00	0.00
134	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	2 CY	35.00	70.00	100.00	200.00	0.00	0.00	0.00	0.00
135	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	2 CY	40.00	80.00	100.00	200.00	0.00	0.00	0.00	0.00
136	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	855.00	*****	0.00	*****	0.00
137	CATCH BASIN SEWER PIPE 8IN. DIAM.	65 LF	55.00	3,575.00	86.00	5,590.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2017124			<i>Engineer's Estimate</i>		Inland Asphalt Company					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
138	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	2,000.00	*****	3,400.00	*****	0.00	*****	0.00
139	CLEANING EXISTING SANITARY SEWER	3 EA	400.00	1,200.00	340.00	1,020.00	0.00	0.00	0.00	0.00
140	ESC LEAD	1 LS	*****	1,000.00	*****	525.00	*****	0.00	*****	0.00
141	INLET PROTECTION	3 EA	100.00	300.00	120.00	360.00	0.00	0.00	0.00	0.00
142	STREET CLEANING	15 HR	125.00	1,875.00	216.00	3,240.00	0.00	0.00	0.00	0.00
143	WATTLE, PER LINEAR FOOT	5 LF	20.00	100.00	50.00	250.00	0.00	0.00	0.00	0.00
144	WEED SPRAYING AND CONTROL	1 EA	1,000.00	1,000.00	1,140.00	1,140.00	0.00	0.00	0.00	0.00
145	HYDROSEEDING	256 SY	7.00	1,792.00	18.75	4,800.00	0.00	0.00	0.00	0.00
146	CONSTRUCT BIO-INFILTRATION SWALE	65 SY	85.00	5,525.00	17.00	1,105.00	0.00	0.00	0.00	0.00
147	CEMENT CONCRETE CURB	750 LF	40.00	30,000.00	44.50	33,375.00	0.00	0.00	0.00	0.00
148	HAND PLACED RIPRAP	3 CY	70.00	210.00	350.00	1,050.00	0.00	0.00	0.00	0.00
149	CEMENT CONCRETE DRIVEWAY	10 SY	80.00	800.00	155.00	1,550.00	0.00	0.00	0.00	0.00
150	CEMENT CONC. SIDEWALK	60 SY	69.00	4,140.00	140.00	8,400.00	0.00	0.00	0.00	0.00
151	RAMP DETECTABLE WARNING	32 SF	30.00	960.00	45.00	1,440.00	0.00	0.00	0.00	0.00
152	SIGNING, PERMANENT	1 LS	*****	600.00	*****	740.00	*****	0.00	*****	0.00
153	PIPE OUTLET GRATE	1 EA	200.00	200.00	600.00	600.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				226,929.00		234,434.34		0.00		0.00

Project Number 2017124 Falls Ave. - Lower Crossing to Elm

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	226,929.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	226,929.00
Red Diamond Construc	184,577.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	184,577.74
T LaRiviere Equipment	231,677.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	231,677.40
Award Construction, In	233,601.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233,601.50
Inland Asphalt Compan	234,434.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	234,434.34

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	\$184,577.74	\$226,929.00	18.66 % Under Estimate
Bid Totals	\$184,577.74	\$226,929.00	18.66 % Under Estimate

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

08/13/2018

<u>Date Rec'd</u>	7/24/2018
<u>Clerk's File #</u>	OPR 2018-0497
<u>Renews #</u>	

Submitting Dept	FIRE	Cross Ref #	ORD C35666
Contact Name/Phone	BRIAN X7001	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	FIRE - DEPT OF ECOLOGY GRANT AGREEMENT		

Agenda Wording

New state grant with the Department of Ecology for \$94,000 to purchase a foam trailer, which will be used by SFD to deal with large hydrocarbon spills and fires.

Summary (Background)

This grant will allow us to purchase a foam trailer that will carry 550 gallons of high expansion AR-AFFF (Alcohol Resistant Aqueous Forming Foam). Currently, we are dependent on outside agencies/resources to supply us with enough foam to make an offensive attack in the event of a crude oil spill or other hydrocarbon event.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 94,000	# 1970-93511-94220-56401-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSCH 07/30/18
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI		
<u>For the Mayor</u>	SANDERS, THERESA		

Additional Approvals

<u>Purchasing</u>		
<u>GRANTS &</u>	BROWN, SKYLER	

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire
Subject:	Department of Ecology Grant
Date:	07/17/18
Contact (email & phone):	Brian Schaeffer (X7001), bschaeffer@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Purchase foam trailer in accordance w/grant agreement and obtain reimbursement from DOE.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>SFD's Haz-Mat Team is trained to handle Hazardous Materials incidents of all types, but one of the team's focus items is on the volatile Bakken crude oil that travels by rail and over the road through downtown Spokane. There is an average of 500 tank cars a day carrying 30,000 gallons of oil per car. This equates to 15 million gallons of crude oil traveling through Spokane each day.</p> <p>A derailment would have devastating effects on Spokane if quick action is not taken to mitigate the incident. This crude oil has more in common with gasoline, with regard to volatility, than it does with "traditional" crude oil. There have been multiple derailments, loss of life and severe economic impact as a result of these incidents. Fortunately, there has not been a major derailment of a Bakken Unit Train in a major metropolitan area, nor a derailment on an elevated track system.</p> <p>A potential issue in Spokane would be compounded by the fact that the tracks are elevated through much of downtown and access is poor to provide proper placement of firefighting apparatus. The natural slope of the land will direct the flow of oil and firefighting run-off directly to the Spokane River in minutes.</p> <p>Currently, we are dependent on outside agencies/resources to supply us with enough foam to make an offensive attack. This grant will allow us to purchase a foam trailer that will carry 550 gallons of high expansion AR-AFFF (Alcohol Resistant Aqueous Film Forming Foam).</p>	
<p><u>Executive Summary:</u></p> <p>New state grant with the Department of Ecology for \$94,000 to purchase a foam trailer, which will be used by SFD to deal with large hydrocarbon spills and fires.</p>	

Budget Impact:

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

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

If new, specify funding source: DOE Grant

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



Agreement No. SPPREG-2019-Spokane-00026

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT(2019) AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SPOKANE CITY OF

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

GENERAL INFORMATION

Project Title:	Spokane City Fire Department Spill Response Capacity Building
Total Cost:	\$94,000.00
Total Eligible Cost:	\$94,000.00
Ecology Share:	\$94,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Equipment Cache Grant

Project Short Description:

The Spokane City Fire Department along with their regional hazmat team have a need for a foam trailer for large hydrocarbon spills and fires. At the current time we are depending on outside agencies to supply us with an adequate amount of foam to handle any large incident including train derailments carrying Bakken oil.

Project Long Description:

The City of Spokane Fire Department and our regional hazmat team has a strong need for a Alcohol Resistant Aqueous Film Forming Foam (AR-AFFF) trailer. At this time we are lacking the resources to make an offensive attack on any large hydrocarbon/ethanol spill or fire. Currently we are dependent upon outside agencies/resources to supply us with enough foam to make an offensive attack. We feel by the time we gather these resources an offensive approach maybe to late. Our city is a hub of rail activity and has a strong potential for a major incident including Bakken oil which runs through the center of our city on elevated rails. We have identified the Defender duel tote trailer as the tool to address our needs. This trailer will carry 1100 gallons of high expansion AR-AFFF and a deck mounted master stream. This foam trailer will be used as a front

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line piece of equipment in a 24/7 fully staffed fire station. AR-AFFF foam has a 25 year shelf life and will be able to be quickly deployed throughout our region. We currently carry only small amounts of AFFF and no AR-AFFF on some of our front line trucks.

Overall Goal:

The over goal of this grant request is reduce the response time it will take to put in place a offensive attack on any fire or spill with our main focus being Bakken oil trains. Our city is currently depending on outside resources to be called in for any major incident. We feel by the time we are able to coordinate with these outside resources offensive operations may be to late.

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RECIPIENT INFORMATION

Organization Name: Spokane city of

Federal Tax ID: 91-6001280

DUNS Number: 115528189

Mailing Address: 44 W Riverside
Spokane, WA 99201

Physical Address: 44 W Riverside
Spokane, Washington 99201-3343

Organization Email: shimelspach@spokanecity.org

Organization Fax: (509) 343-5760

Contacts

Project Manager	Scott Himelspach Fire Captain 808 W. Spokane Falls Boulevard Spokane, Washington 99201-3343 Email: shimelspach@spokanecity.org Phone: (509) 625-6398
Billing Contact	Scott Himelspach Fire Captain 808 W. Spokane Falls Boulevard Spokane, Washington 99201-3343 Email: shimelspach@spokanecity.org Phone: (509) 625-6398
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Spills
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Spills
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Laura Hayes PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (360) 407-7485
Financial Manager	Amber Littlejohn PO Box 47600 Olympia, Washington 98504-7600 Email: alit461@ecy.wa.gov Phone: (360) 407-6458
Technical Advisor	David Byers PO Box 47600 Olympia, Washington 98504-7600 Email: dbye461@ecy.wa.gov Phone: (360) 407-6974

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AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Spokane city of

By: _____

By: _____

Dale Jensen

Date

David A Condon

Date

Spills

Mayor

Program Manager

Template Approved to Form by
Attorney General's Office

Chief Mark John

Deputy Chief Spokane City Fire
Department

Date

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SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records, submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report.
2. Properly maintain project documentation.

Recipient Task Coordinator: Scott Himelsbach

Project Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

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SCOPE OF WORK

Task Number: 2 **Task Cost:** \$94,000.00

Task Title: New Response Equipment Purchase

Task Description:

A. The RECIPIENT will purchase only approved, eligible response equipment, tools, and supplies in accordance with ECOLOGY's requirement outlined in the Administrative Requirements for Recipients of Ecology Grants and Loans Managed In EAGL guidebook.

B. The RECIPIENT will purchase and take possession of approved, eligible oil spill and hazardous materials response and firefighting equipment, tools, and supplies that support the described project for oil spill and hazardous materials response and firefighting capacity building as described in the funding guidelines and that has been approved by ECOLOGY.

Task Goal Statement:

Build and support spill and hazardous materials response and firefighting capacity through the purchase of approved, eligible response equipment, tools, and supplies as described in the project.

Task Expected Outcome:

1. Timely and complete implementation of the task, including the purchase and acquisition of approved, eligible response equipment, tools, and supplies.
2. Properly store and maintain response equipment, tools, and supplies.

New Response Equipment Purchase

Deliverables

Number	Description	Due Date
2.1	Purchase approved, eligible equipment	
2.2	Schedule equipment inspection with Ecology	

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BUDGET

Funding Distribution EG180394

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Spokane City Fire Department Spill Response Funding Type: Grant
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019
 Funding Source:

Title: State Toxics Control Account
 Type: State
 Funding Source %: 100%
 Description: Oil Spill Response Equipment Grants

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Spokane City Fire Department Spill Response Capaci	Task Total
Project Administration	\$ 0.00
New Response Equipment Purchase	\$ 94,000.00

Total: \$ 94,000.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Spokane City Fire Department Spill Response Capaci	0.00 %	\$ 0.00	\$ 94,000.00	\$ 94,000.00
Total		\$ 0.00	\$ 94,000.00	\$ 94,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of

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Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrc.gov <http://www.fsrc.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

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

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

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

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

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

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

Agreement No: SPPREG-2019-Spokane-00026
Project Title: Spokane City Fire Department Spill Response Capacity Building
Recipient Name: Spokane city of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

Agreement No: SPPREG-2019-Spokane-00026
Project Title: Spokane City Fire Department Spill Response Capacity Building
Recipient Name: Spokane city of

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: SPPREG-2019-Spokane-00026
Project Title: Spokane City Fire Department Spill Response Capacity Building
Recipient Name: Spokane city of

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

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

29. WAIVER

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

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

08/13/2018

<u>Date Rec'd</u>	7/16/2018
<u>Clerk's File #</u>	OPR 2018-0498
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	ORD C35667
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	SBO/BT
Agenda Item Name	5900 - CITY HALL EXTERIOR RESTORATION - TALISMAN CONSTRUCTION		

Agenda Wording

Contract with Talisman Construction Services for City Hall Exterior Restoration in the amount of \$965,184.39.

Summary (Background)

In the October 2016, the City engaged a Talisman Construction Services to complete Phase I removing all loose and suspect concrete material on all exterior surfaces of City Hall. Phase 2 is the completion of the City Hall repairs. Repair items include... removing any additional suspect material, repairing cracks and replacing surface voids, painting, eliminating points of water intrusion, and ultimately restoring the look of City Hall so that it comports to its historical

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 161,659.89	# 3499 49593 94000 56203 99999
Expense	\$ 803,524.50	# 5901 79160 94000 56203 99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>	Finance 7/16/18
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	ODLE, MARI	dsteele@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	eraea@spokanecity.org	
Additional Approvals		rlukas@spokanecity.org	
<u>Purchasing</u>		publicworksaccounting@spokanecity.org	
		cbrazington@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

designation and has a safe exterior for employees and visiting public. One other bid was received as follows:
D. R. Scott - \$1,367,411.46.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Finance & Administration Committee

Division & Department:	Asset Management / Finance
Subject:	City Hall Exterior Restoration
Date:	July 16, 2018
Author (email & phone):	Ed Lukas / elukas@spokanecity.org / x6286
City Council Sponsor:	Candace Mumm
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	
Type of Agenda item:	<input type="checkbox"/> Consent X Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan <ul style="list-style-type: none"> Maximize Public Assets
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Repair City Hall Exterior
<p>Background/History: In the summer of 2016, a portion of the concrete cladding (approximately the size of a notebook) near the parapet of the City Hall had fallen into the loading dock area. Subsequently, the City engaged a general contractor to remove all loose and suspect concrete material on all exterior surfaces of City Hall with specific attention paid to the parapet—an area with substantial spalling and cracking. The general contractor, Talisman Construction Services, completed the work from Nov 2016 through March 2017. This was Phase 1 in addressing life/safety issues where we mitigated and eliminated the potential of further concrete debris falling from a height.</p> <p>The subject of this brief is Phase 2, the completion of the City Hall repairs. Repair items include... removing any additional suspect material, repairing cracks and replacing surface voids, painting, eliminating points of water intrusion, and ultimately restoring the look of City Hall so that it comports to its historical designation and has a safe exterior for employees and visiting public.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Two bids received in response to City RFP issued in May 2018. Low bid received from Talisman Construction Services, the same firm that completed the Phase 1 work. Base bid amount is \$965,184.39. Estimated time to complete restoration is 150 working days. 	
<p>Budget Impact:</p> <p>Approved in current year budget? Yes</p> <p>Annual/Reoccurring expenditure? No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? X Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes X No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

BID TABULATION

BID NUMBER: 4457-18

BID TITLE: SPOKANE CITY HALL, EXTERIOR RESTORATION

DUE DATE: JUNE 11, 2018 – 1:00 P.M.



CITY OF SPOKANE - PURCHASING
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201-3316
 (509) 625-6400
 FAX (509) 625-6413

BIDS RECEIVED FROM:					D.R. SCOTT CONSTRUCTION, LLC SPOKANE, WA		TALISMAN CONSTRUCTION SERVICES, INC SPOKANE, WA	
QUANTITY AND DESCRIPTION						BASE BID		BASE BID
BASE BID FOR SCOPE OF WORK FOR SPOKANE CITY HALL, EXTERIOR RESTORATION						\$1,256,812.00		\$887,118.00
UNIT PRICE SCHEDULE	REPAIR TYPE	REPAIR SIZE		QTY INCLUDED IN BASE BID	UNIT PRICE SCHEDULE		UNIT PRICE SCHEDULE	
	Spall Repair	S, .1	<10 in ³	125	300.00 ea		283.00 ea	
		M, .2	10 in ³ - 1 ft ³	113	420.00 ea		591.00 ea	
		L, .3	>1 ft ³	23	540.00 ea		828.00 ea	
	Rebar Repair	S, .1	<10 in ³	12	300.00 ea		414.00 ea	
		M, .2	10 in ³ - 1 ft ³	12	420.00 ea		828.00 ea	
		L, .3	>1 ft ³	15	540.00 ea		1,228.00 ea	
	Freeze/Thaw Repair	S, .1	<1 ft ³	8	300.00 ea		283.00 ea	
		M, .2	1 ft ³ - 5 ft ³	40	420.00 ea		828.00 ea	

		L, .3	>5 ft ³	27	540.00 ea		1,560.00 ea	
	Crack Repair	S, .1	<1 ft	8	300.00 ea		260.00 ea	
		M, .2	1 ft - 5 ft	56	420.00 ea		480.00 ea	
		L, .3	>5 ft	32	540.00 ea		680.00 ea	
	Delamination Repair	S, .1	<10 in ³	4	300.00 ea		283.00 ea	
		M, .2	10 in ³ - 1 ft ³	8	420.00 ea		591.00 ea	
		L, .3	>1 ft ³	4	540.00 ea		828.00 ea	
	Anode	Galvashield XPT		120 ea	360.00 ea		103.00 ea	
	Caulk		LF	600	9.50 ea		16.00 ea	
SUBTOTAL:						\$1,256,812.00		\$887,118.00
SALES TAX:						*\$110,599.46		\$78,066.39
TOTAL BID:						\$1,367,411.46		\$965,184.39
BID BOND						YES		YES
ADDENDUM						2 – YES		2 – YES
CONTRACTOR LICENSE					DRSCOSC875BG		TALISCS024B6	
					*sales tax corrected on bid			

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID (IF ANY) IS MADE BY CITY COUNCIL.



Agenda Sheet for City Council Meeting
of:
08/13/2018

<u>Date Rec'd</u>	4/11/2012
<u>Clerk's File #</u>	CPR 2018-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2018

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 7/27/18.
Total:\$ 8,200,886.14 with Parks & Library claims being approved by their respective boards. Claims
excluding Parks & Library Total:\$ 7,4004,954.72

Summary (Background)

Pages 1-36 Check numbers: 551230 - 551393 ACH payment numbers: 52619 - 52956 On file for review in
City Clerks Office: 36 Page listing of Claims NOTE:

<u>Fiscal Impact</u>	Grant related?	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 7,404,954.72		# Various
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	COTE, BRANDY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 30

APPROVAL FUND SUMMARY

DATE: 07/30/18
TIME: 09:03
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	393,025.61
1100	STREET FUND	401,603.45
1200	CODE ENFORCEMENT FUND	7,521.90
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	61,741.10
1400	PARKS AND RECREATION FUND	1,103.05
1460	PARKING METER REVENUE FUND	2,716.38
1560	FORFEITURES & CONTRIBUTION FND	7,023.04
1590	HOTEL/MOTEL TAX FUND	2,740.83
1620	PUBLIC SAFETY & JUDICIAL GRANT	264.10
1630	COMBINED COMMUNICATIONS CENTER	640.79
1640	COMMUNICATIONS BLDG M&O FUND	12,324.94
1680	CD/HS OPERATIONS	14.36
1910	CRIMINAL JUSTICE ASSISTANCE FD	25,066.11
1940	CHANNEL FIVE EQUIPMENT RESERVE	35,883.25
1950	PARK CUMULATIVE RESERVE FUND	1,395.96
1970	FIRE/EMS FUND	56,974.27
1980	DEFINED CONTRIBUTION ADMIN FND	106.93
1990	TRANSPORTATION BENEFIT FUND	3,719.33
3200	ARTERIAL STREET FUND	932,603.41
4100	WATER DIVISION	365,185.94
4250	INTEGRATED CAPITAL MANAGEMENT	2,361,641.13
4300	SEWER FUND	399,999.66
4480	SOLID WASTE FUND	72,838.89
4490	SOLID WASTE DISPOSAL	203,701.19
4600	GOLF FUND	34.96
4700	DEVELOPMENT SVCS CENTER	13,946.93
5100	FLEET SERVICES FUND	268,879.39
5200	PUBLIC WORKS AND UTILITIES	674.45
5300	IT FUND	11,918.40
5310	IT CAPITAL REPLACEMENT FUND	15,113.03
5400	REPROGRAPHICS FUND	11,777.61
5600	ACCOUNTING SERVICES	2,500.10
5700	MY SPOKANE	57.86
5800	RISK MANAGEMENT FUND	39,616.11
5810	WORKERS' COMPENSATION FUND	1,442.21
5830	EMPLOYEES BENEFITS FUND	1,336,374.51
5900	ASSET MANAGEMENT FUND OPS	3,162.01
5901	ASSET MANAGEMENT FUND CAPITAL	94,369.10
6060	EMPLOYEES' RETIREMENT FUND	235.70
6070	FIREFIGHTERS' PENSION FUND	160,636.35
6080	POLICE PENSION FUND	93,163.00
6960	SALARY CLEARING FUND NEW	1,217.38
TOTAL:		7,404,954.72

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 30

DATE: 07/30/18
TIME:
PAGE: 1

07/30/18 HONORABLE MAYOR
AND COUNCIL MEMBERS

PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

56.50	HACON INC ATTN: CORNELIUS STRAIN	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00551298
4,360.92	SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80052748
8,519.00	SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80052744

12,936.42 TOTAL FOR 0020 - NONDEPARTMENTAL

0030 - POLICE OMBUDSMAN

67.00	LADD D SMITH	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00551260
137.00	LADD D SMITH	PER DIEM CHECK NO. - 00551260
106.80	T-MOBILE	CELL PHONE CHECK NO. - 00551372

310.80 TOTAL FOR 0030 - POLICE OMBUDSMAN

0100 - GENERAL FUND

600.00	DONNA GEORGE 421 E 21ST AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00551316
19.99	ECONOLODGE INN 1503 S RUSTLE RD	DEPOSIT - RESTITUTION CHECK NO. - 00551321
	JOHANNA BEVERAGE COMPANY LLC	PERMIT REFUNDS PAYABLE

3,550.00	PO BOX 272	CHECK NO. - 00551323
25.00	JOSEPH BOLLMAN 715 W KNOX	DEPOSIT - RESTITUTION CHECK NO. - 00551318
540.00	LAYTON CONSTRUCTION CO LLC ATTN:PROJECT ROSE UTILITIES	PERMIT REFUNDS PAYABLE CHECK NO. - 00551324
400.00	MORGAN CRESSEY 13920 E BROADWAY AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00551315
82.00	NATALIE KNOWLES 6612 N JEFFERSON ST	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00551317
39.00	NATHAN HEMMING 507 S HOWARD APT 37	PERMIT REFUNDS PAYABLE CHECK NO. - 00551302
250.00	NIKOLAY ROMASHEVSKIY 1194 WILLIAMS LAKE RD	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00551314

07/30/18 HONORABLE MAYOR
AND COUNCIL MEMBERS

PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

100.00	RYAN STEINAVER 8909 N COLTON #21	DEPOSIT - RESTITUTION CHECK NO. - 00551320
8,900.00	SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80052745
414.15	SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80052685
21,064.48	SPOKANE PUBLIC SCHOOLS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80052872
50.00	SUPERIOR TRAMWAY 2311 E MAIN AVE	DEPOSIT - RESTITUTION CHECK NO. - 00551319
139,521.61	US BANK	PCARD ADVANCE PYMT REC ACH PMT NO. - 80052887
11,466.39	WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00551263

WA STATE PATROL

DEPOSIT-SPD STATE REMITTANCE

CHECK NO. - 00551265

4,332.00

TOTAL FOR 0100 - GENERAL FUND

191,354.62

0260 - CITY CLERK

NORTHWEST VITAL RECORDS
CENTER INC

CONTRACTUAL SERVICES
ACH PMT NO. - 80052856

6,947.06

TOTAL FOR 0260 - CITY CLERK

6,947.06

0320 - COUNCIL

GREATER HILLYARD BUSINESS ASSN

OTHER MISC CHARGES
CHECK NO. - 00551362

750.00

TOTAL FOR 0320 - COUNCIL

750.00

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

LENOVO (UNITED STATES) INC

SOFTWARE (NONCAPITALIZED)
CHECK NO. - 00551390

412.00

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

412.00

0350 - COMMUNITY CENTERS

SOUTHWEST SPOKANE COMMUNITY
CENTER

CONTRACTUAL SERVICES
ACH PMT NO. - 80052869

3,400.88

07/30/18

HONORABLE MAYOR

AND COUNCIL MEMBERS

PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WEST CENTRAL COMMUNITY

CONTRACTUAL SERVICES

DEVELOPMENT ASSOCIATION INC ACH PMT NO. - 80052893
30,783.37

TOTAL FOR 0350 - COMMUNITY CENTERS
34,184.25

0370 - ENGINEERING SERVICES

741.97	ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80052710
23.83	ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80052798
45.58	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80052626
14.82	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80052626
175.93	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052810
11.45	MICHELE L DAILEY	LOCAL MILEAGE ACH PMT NO. - 80052705

TOTAL FOR 0370 - ENGINEERING SERVICES
1,013.58

0430 - GRANTS MANAGEMENT

676.88	DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80052816
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TOTAL FOR 0430 - GRANTS MANAGEMENT
676.88

0500 - LEGAL

120.00	ANDREW BELISLE	INTERPRETER COSTS ACH PMT NO. - 80052630
766.25	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80052800

52.95	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80052800
80.74	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052638
27.11	FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80052823
11.27	LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80052933

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

60.00	MARY ELLEN ERTEL	INTERPRETER COSTS CHECK NO. - 00551239
958.00	SIMPLEXGRINNELL LP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80052679
55.02	SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80052684
40.01	VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80052695
304.58	YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80052757

2,475.93 TOTAL FOR 0500 - LEGAL

0560 - MUNICIPAL COURT

100.96	ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80052793
96.86	AWAY WITH WORDS INTERPRETER SERVICES LLC	INTERPRETER COSTS ACH PMT NO. - 80052627
	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES

453.02		ACH PMT NO. - 80052810
	DELL MARKETING LP	COMPUTERS
259.50	%DELL USA LP	ACH PMT NO. - 80052816
	LOOMIS ARMORED US INC	CONTRACTUAL SERVICES
983.80		ACH PMT NO. - 80052848
	RIVER PARK SQUARE LLC	OPERATING SUPPLIES
64.25		ACH PMT NO. - 80052864
	SPOKANE COUNTY TREASURER	JURY COSTS
935.52		ACH PMT NO. - 80052684
	SPOKANE TRANSIT AUTHORITY	OPERATING SUPPLIES
800.00		ACH PMT NO. - 80052874
	UNIVERSAL PROTECTION SERVICE	ALARM/SECURITY SERVICES
401.01	DBA ALLIED UNIVERSAL SECURITY	ACH PMT NO. - 80052885
	WCP SOLUTIONS	OFFICE SUPPLIES
475.24		ACH PMT NO. - 80052894

TOTAL FOR 0560 - MUNICIPAL COURT

4,570.16

0570 - OFFICE OF HEARING EXAMINER

	VERIZON WIRELESS BELLEVUE	CELL PHONE
57.86		ACH PMT NO. - 80052695

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER

57.86

0620 - HUMAN RESOURCES

	OCCUPATIONAL MEDICINE	MEDICAL SERVICES
411.75	ASSOCIATES PS	ACH PMT NO. - 80052858

TOTAL FOR 0620 - HUMAN RESOURCES
411.75

0650 - PLANNING SERVICES

AHBL INC	CONTRACTUAL SERVICES ACH PMT NO. - 80052792
12,013.75	
BORIS A BORISOV	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80052704
42.63	
SIGNS NOW DIV OF IN PROCESS INC	PRINTING/BINDING/REPRO CHECK NO. - 00551367
741.43	

TOTAL FOR 0650 - PLANNING SERVICES
12,797.81

0680 - POLICE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80052790
64.00	
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80052793
136.08	
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80052716
6,893.15	
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80052716
415.38	
B & B TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80052801
141.44	
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00551256
55.44	
CENTURYLINK	TELEPHONE CHECK NO. - 00551256
134.96	
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80052810
171.58	
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES

8,105.05	ACH PMT NO. - 80052722
	OPERATING SUPPLIES
	ACH PMT NO. - 80052724
1,880.06	

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	DATEC INC	OPERATING SUPPLIES
		ACH PMT NO. - 80052815
799.69		

	DAVID DUNKIN	OPERATING SUPPLIES
		CHECK NO. - 00551257
191.00		

	DIVINES TOWING/DIV OF	TOWING EXPENSE
	DIVINE CORP	ACH PMT NO. - 80052819
70.72		

	DR LOUIS C SOWERS	MEDICAL SERVICES
		ACH PMT NO. - 80052870
500.00		

	EVERGREEN STATE TOWING LLC	TOWING EXPENSE
	DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80052820
212.16		

	FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES
	VIKING LOGIC INC	ACH PMT NO. - 80052823
81.34		

	FIREPOWER INC	ALARM/SECURITY SERVICES
		ACH PMT NO. - 80052923
317.71		

	GALLS LLC	CLOTHING
		ACH PMT NO. - 80052827
5,448.49		

	GALLS LLC	OPERATING SUPPLIES
		ACH PMT NO. - 80052827
607.01		

	GALLS LLC	PROTECTIVE GEAR/CLOTHING
		ACH PMT NO. - 80052827
8,671.80		

	GRAINGER INC	OPERATING SUPPLIES
		ACH PMT NO. - 80052830
620.07		

	JRM ENTERPRISES INC	INTERPRETER COSTS
	DBA PROFESSIONAL LANGUAGE	ACH PMT NO. - 80052840
146.00		

29,346.58	KRONOS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80052843
37.42	LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80052846
3,095.19	LAURI LUCAS	CONTRACTUAL SERVICES ACH PMT NO. - 80052850
72.46	LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80052660
491.90	LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80052848
37,609.12	SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80052743
106.67	SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80052867
624.81	SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80052745
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
27.51	SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80052745
32.63	SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00551261
4,270.50	TERRI A COCHRAN	LEGAL SERVICES CHECK NO. - 00551356
37.08	UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00551373
50.00	VERIZON WIRELESS LERT B	PROFESSIONAL SERVICES ACH PMT NO. - 80052890
2,650.00	WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING ACH PMT NO. - 80052754

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00551376
4,985.94	
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052893
432.79	
XO COMMUNICATIONS INC C/O VERIZON	ALARM/SECURITY SERVICES ACH PMT NO. - 80052756
34.14	
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80052900
934.20	

TOTAL FOR 0680 - POLICE

120,502.07

0690 - PROBATION SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052810
137.12	
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80052822
15.66	

TOTAL FOR 0690 - PROBATION SERVICES

152.78

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80052800
766.24	
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80052800
52.95	
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052810
132.13	
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80052823
6.78	

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LARRY TANGEN	LEGAL SERVICES
1,218.75	ACH PMT NO. - 80052878
MATTHEW BENDER & CO INC	PUBLICATIONS
29.92	DBA LEXIS NEXIS MATTHEW BENDER ACH PMT NO. - 80052847
SIMPLEXGRINNELL LP	BUILDING REPAIRS/MAINTENANCE
958.00	ACH PMT NO. - 80052679
THOMSON WEST	PUBLICATIONS
162.11	WEST PUBLISHING PAYMENT CTR ACH PMT NO. - 80052881

3,326.88	TOTAL FOR 0700 - PUBLIC DEFENDER
0970 - INTERNAL SERVICE CHARGES	

144.76	COPIERS NORTHWEST INC REPROGRAPHICS
	ACH PMT NO. - 80052810

144.76	TOTAL FOR 0970 - INTERNAL SERVICE CHARGES
1100 - STREET FUND	

980.19	ABM JANITORIAL SERVICES SOUTH LAUNDRY/JANITORIAL SERVICES
	SOUTH CENTRAL INC dba ACH PMT NO. - 80052710
8,523.49	ADVANCED TRAFFIC PRODUCTS INC OTHER REPAIRS/MAINTENANCE
	ACH PMT NO. - 80052791
33.62	ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES
	AUS WEST LOCKBOX ACH PMT NO. - 80052798
75.00	AUSTIN BOHN PERMITS/OTHER FEES
	CHECK NO. - 00551232
221,165.00	AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
	ACH PMT NO. - 80052626
145.73	AVISTA UTILITIES UTILITY NATURAL GAS
	ACH PMT NO. - 80052626

250.00	CODY POOLE	PERMITS/OTHER FEES CHECK NO. - 00551259	
1,036.21	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052722	
135,477.22	CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80052837	
97.92	GARLAND PRINTING CO	PRINTING/BINDING/REPRO CHECK NO. - 00551359	
102.00	JACK W WHIPPLE	PERMITS/OTHER FEES CHECK NO. - 00551250	
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
102.00	JAMES D BIGGAR	PERMITS/OTHER FEES CHECK NO. - 00551353	
3.92	NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80052666	
31.51	NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00551242	
80.00	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80052624	
1,429.90	OXARC INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80052861	
279.59	ROBERT B TURNER	LOCAL MILEAGE ACH PMT NO. - 80052752	
102.00	RODNEY A MANN	PERMITS/OTHER FEES CHECK NO. - 00551241	
14,001.95	SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80052866	
	STREET DEPT IMPREST FUND	OPERATING SUPPLIES	

15.53		CHECK NO. - 00551244
	TRAFFIC SAFETY SUPPLY INC	OTHER REPAIRS/MAINTENANCE
17,273.09		ACH PMT NO. - 80052882
	VERIZON WIRELESS BELLEVUE	CELL PHONE
253.99		ACH PMT NO. - 80052753
	VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES
39.02		ACH PMT NO. - 80052753
	WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE
45.33		CHECK NO. - 00551251
	XO COMMUNICATIONS INC	TELEPHONE
59.24	C/O VERIZON	ACH PMT NO. - 80052899

401,603.45 TOTAL FOR 1100 - STREET FUND

1200 - CODE ENFORCEMENT FUND

100.96	ALLIED ENVELOPE	PRINTING/BINDING/REPRO
		ACH PMT NO. - 80052793
5,862.44	CARRIE L PAETSCH	CONTRACTUAL SERVICES
	DBA NORTH COUNTRY SERVICES	ACH PMT NO. - 80052940
219.70	CDW GOVERNMENT INC	MINOR EQUIPMENT
		ACH PMT NO. - 80052805
93.98	COWLES PUBLISHING COMPANY	CONTRACTUAL SERVICES
	DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80052812

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

698.70	NORTHWEST INDUSTRIAL SERVICES	CONTRACTUAL SERVICES
	DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80052795
306.06	VERIZON WIRELESS BELLEVUE	CELL PHONE
		ACH PMT NO. - 80052889

VERIZON WIRELESS BELLEVUE IT/DATA SERVICES
ACH PMT NO. - 80052889
240.06

TOTAL FOR 1200 - CODE ENFORCEMENT FUND
7,521.90

1360 - MISCELLANEOUS GRANTS FUND

SPOKANE PUBLIC SCHOOLS CONTRACTUAL SERVICES
ACH PMT NO. - 80052872
21,064.48

SPOKANE PUBLIC SCHOOLS GRANT CASH PASS THRU ACCOUNT
ACH PMT NO. - 80052872
21,064.48-

TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND
0.00

1380 - TRAFFIC CALMING MEASURES

AMERICAN TRAFFIC SOLUTIONS INC CONTRACTUAL SERVICES
ACH PMT NO. - 80052796
60,675.50

HISTORICAL RESEARCH ASSOCIATES CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80052835
1,065.60

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES
61,741.10

1400 - PARKS AND RECREATION FUND

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE
ACH PMT NO. - 80052626
51.46

DESIGNER DECAL INC ADVERTISING
ACH PMT NO. - 80052817
255.14

FIREPOWER INC ALARM/SECURITY SERVICES
ACH PMT NO. - 80052824
602.00

FIREPOWER INC CONTRACTUAL SERVICES
ACH PMT NO. - 80052824
194.45

TOTAL FOR 1400 - PARKS AND RECREATION FUND
1,103.05

1460 - PARKING METER REVENUE FUND

CENTURYLINK TELEPHONE
CHECK NO. - 00551354
219.82

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP COMPUTERS
%DELL USA LP ACH PMT NO. - 80052816
663.40

VERIZON WIRELESS BELLEVUE CELL PHONE
ACH PMT NO. - 80052889
1,513.06

VERIZON WIRELESS BELLEVUE IT/DATA SERVICES
ACH PMT NO. - 80052889
320.10

TOTAL FOR 1460 - PARKING METER REVENUE FUND
2,716.38

1560 - FORFEITURES & CONTRIBUTION FND

SPECIAL SERVICES GROUP LLC COMPUTERS
ACH PMT NO. - 80052683
6,455.00

WA STATE DEPT OF REVENUE COMPUTERS
-
568.04

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND
7,023.04

1590 - HOTEL/MOTEL TAX FUND

SPOKANE REGIONAL SPORTS CONTRACTUAL SERVICES
COMMISSION ACH PMT NO. - 80052873
2,740.83

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND

2,740.83

1620 - PUBLIC SAFETY & JUDICIAL GRANT

MICHAEL J CARR

MINOR EQUIPMENT

ACH PMT NO. - 80052901

264.10

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT

264.10

1630 - COMBINED COMMUNICATIONS CENTER

AT&T MOBILITY

CELL PHONE

CHECK NO. - 00551352

81.98

COPIERS NORTHWEST INC

OPERATING RENTALS/LEASES

ACH PMT NO. - 80052810

558.81

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER

640.79

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES

UTILITY LIGHT/POWER SERVICE

ACH PMT NO. - 80052800

9,608.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES

UTILITY NATURAL GAS

ACH PMT NO. - 80052800

311.85

SPOKANE CITY TREASURER

PUBLIC UTILITY SERVICE

CHECK NO. - 00551369

2,404.41

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND

12,324.94

1680 - CD/HS OPERATIONS

FEDERAL EXPRESS CORP/DBA FEDEX POSTAGE
ACH PMT NO. - 80052822

14.36

TOTAL FOR 1680 - CD/HS OPERATIONS

14.36

1910 - CRIMINAL JUSTICE ASSISTANCE FD

WA ASSN OF SHERIFFS & POLICE STATE OF WASHINGTON
CHIEFS CHECK NO. - 00551374

24,042.11

WA STATE DEPT OF CORRECTIONS STATE OF WASHINGTON
SPOKANE WORK CREW ACH PMT NO. - 80052892

1,024.00

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD

25,066.11

1940 - CHANNEL FIVE EQUIPMENT RESERVE

FRIENDS OF KSPS CONTRACTUAL SERVICES
ACH PMT NO. - 80052844

35,883.25

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE

35,883.25

1950 - PARK CUMULATIVE RESERVE FUND

DELL MARKETING LP COMPUTER/MICRO EQUIPMENT
%DELL USA LP ACH PMT NO. - 80052816

1,395.96

TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND

1,395.96

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC LAUNDRY/JANITORIAL SERVICES
ACH PMT NO. - 80052794

70.72

ANDREW DEWART CONTRACTUAL SERVICES
DBA A D TECHNICAL ACH PMT NO. - 80052619

441.00

AT&T MOBILITY CELL PHONE

CHECK NO. - 00551352

716.99

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

264.19	AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00551352
556.23	AT&T MOBILITY	MINOR EQUIPMENT CHECK NO. - 00551352
18,610.13	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80052800
2,026.50	AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80052800
19.00	BLACK REALTY MANAGEMENT 107 S HOWARD	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00551363
52.00	BRIAN SCHAEFFER	PER DIEM ACH PMT NO. - 80052764
698.87	CDW GOVERNMENT INC	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80052805
6,820.83	CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80052806
1,964.31	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052810
1,319.53	CW NIELSEN MFG CORP	CLOTHING ACH PMT NO. - 80052814
70.55	DENNIS J HILL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052708
4.48	DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80052818
321.92	FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80052821

155.60	FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052821
84.85	FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80052822
43.34	FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80052823
1,857.22	FRED'S APPLIANCE INC	MINOR EQUIPMENT CHECK NO. - 00551358
261.12	GALLS LLC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80052648
68.53	GALL'S INC	CLOTHING ACH PMT NO. - 80052828
3,027.36	GENERAL FIRE APPARATUS CO INC ACCOUNT # 607000	SAFETY SUPPLIES CHECK NO. - 00551361
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	PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
35.52	GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00551360
28.85	INLAND PACIFIC HOSE & FITTINGS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052904
630.00	JASON EDWARDS	PER DIEM ACH PMT NO. - 80052761
40.00	JERALD LEASE	PER DIEM ACH PMT NO. - 80052762
315.00	KRONOS INCORPORATED	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80052843
44.76	LAKEYLAND INC DBA NORTHWEST SAFETY CLEAN	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052857
	MAEVE GRIFFITH	OPERATING SUPPLIES

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21.74		ACH PMT NO. - 80052650
	MAEVE GRIFFITH	SMALL TOOLS
108.13		ACH PMT NO. - 80052650
	MAEVE GRIFFITH	UTIL GARBAGE/WASTE REMOVAL
24.04		ACH PMT NO. - 80052650
	MATTHEW J BAILEY	PER DIEM
40.00		CHECK NO. - 00551255
	MATTHEW KRONVALL	REGISTRATION/SCHOOLING
450.00		ACH PMT NO. - 80052709
	MR CAR WASH	VEHICLE REPAIRS/MAINT
4.00		CHECK NO. - 00551365
	MULTICARE DEACONESS HOSPITAL	SAFETY SUPPLIES
1,784.85		CHECK NO. - 00551357
	OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES
936.00		ACH PMT NO. - 80052858
	PACIFIC POWER GROUP LLC	VEHICLE REPAIR & MAINT SUPPLY
102.92		ACH PMT NO. - 80052862
	PHYSIO-CONTROL INC	EQUIPMENT REPAIRS/MAINTENANCE
1,145.73		ACH PMT NO. - 80052739
	PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE
1,076.98		ACH PMT NO. - 80052674
	SEAWESTERN FIRE APPARATUS & EQUIPMENT/SEAWESTERN INC	PERSONAL PROTECTIVE EQUIPMENT
1,621.82		ACH PMT NO. - 80052678
	SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE
1,599.84		CHECK NO. - 00551369
	STERICYCLE INC	HAZARDOUS WASTE DISPOSAL
1,463.86	STERICYCLE OF WA (BC)	ACH PMT NO. - 80052876

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

172.39	TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00551371
16.14	UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052884
22.00	WA STATE PATROL	CONTRACTUAL SERVICES CHECK NO. - 00551375
840.30	WA STATE PATROL	OPERATING SUPPLIES CHECK NO. - 00551375
1,475.00	WA STATE PATROL	PROFESSIONAL SERVICES CHECK NO. - 00551375
1,670.00	WA STATE PATROL	REGISTRATION/SCHOOLING CHECK NO. - 00551375
1,814.99	WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENISION LEOFF II 3.5% CHECK NO. - 00551376
34.14	XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80052899

56,974.27

TOTAL FOR 1970 - FIRE/EMS FUND

1980 - DEFINED CONTRIBUTION ADMIN FND

32.93	PHILLIP TENCICK	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80052765
74.00	PHILLIP TENCICK	PER DIEM ACH PMT NO. - 80052765

106.93

TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND

1990 - TRANSPORTATION BENEFIT FUND

970.80	ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	PRINTING/BINDING/REPRO CHECK NO. - 00551351
	HISTORICAL RESEARCH ASSOCIATES	CONTRACTUAL SERVICES

2,748.53

TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND

3,719.33

3200 - ARTERIAL STREET FUND

AVISTA CORPORATION

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052625

4,356.36

BACON CONCRETE INC

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052717

29.05

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BNSF RAILWAY COMPANY

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052913

30,950.33

BUDINGER & ASSOCIATES INC

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052804

618.04

HDR ENGINEERING INC

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052929

3,711.63

HISTORICAL RESEARCH ASSOCIATES

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052835

11,439.41

LSB CONSULTING ENGINEERS PLLC

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052849

2,516.11

MURPHY BROTHERS INC

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052937

321,525.35

RED DIAMOND CONSTRUCTION INC

CONSTRUCTION OF FIXED ASSETS

ACH PMT NO. - 80052944

537,076.83

TOOLE DESIGN GROUP LLC

CONTRACTUAL SERVICES

ACH PMT NO. - 80052948

20,380.30

TOTAL FOR 3200 - ARTERIAL STREET FUND

932,603.41

4100 - WATER DIVISION

979.20	ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONTRACTUAL SERVICES CHECK NO. - 00551230
1,817.65	ACTION MATERIALS	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80052621
33.06	ALMA MAE BEAUDRY 7907 N SHANANDOAH CT	REFUNDS CHECK NO. - 00551311
20.00	ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80052797
32.59	BRIAN REVELLI 5580 LA JOLLA BLVD #330	REFUNDS CHECK NO. - 00551310
162.00	CATHY L GREEN 3148 E HILLS CT	REFUNDS CHECK NO. - 00551322
18,026.99	CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80052832
38.49	DAVID RYAN 941 VASSAR ST	REFUNDS CHECK NO. - 00551313
470.00	DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80052816
139.30	FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052642
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

74.84	FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80052822
475.00	FIRE PROTECTION SPECIALISTS LLC	PERMITS/OTHER FEES CHECK NO. - 00551240

281.57	FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80052824
1,960.00	FRIENDS OF KSPS	CONTRACTUAL SERVICES ACH PMT NO. - 80052844
26.05	GATES REALTY 1226 W 5TH AVE	REFUNDS CHECK NO. - 00551303
98.17	GATES REALTY INC 1226 W 5TH AVE	REFUNDS CHECK NO. - 00551305
8,758.26	GENESIS MARKETING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80052829
537.00	HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052834
1,672.60	HORIZON DISTRIBUTORS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052652
3,107.18	IDEXX DISTRIBUTION GROUP IDEXX LABORATORIES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80052653
163.20	ITRON INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052839
36.09	JOAN LARIVE 837 S COWLEY #101	REFUNDS CHECK NO. - 00551307
451.46	KEITH L ARMAGOST PO BOX 7560	REFUNDS CHECK NO. - 00551312
5.42	KOLBY CARLSON PO BOX 118	REFUNDS CHECK NO. - 00551309
34.46	NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052666
14.49	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80052624
13,328.00	OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80052860
	OXARC INC	OPERATING SUPPLIES

8,484.88 ACH PMT NO. - 80052671

PEROVICH PARTNERS INC PRINTING/BINDING/REPRO
dba SPEEDPRO IMAGING CHECK NO. - 00551368
933.50

SAFEGUARD FOR BOA REFUNDS
C/O EMILY SORENSEN CHECK NO. - 00551306
52.53

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER OR DEPOSIT-SALES TAX
WASH STATE DEPT OF REVENUE CHECK NO. - 00551243
86.17

SPOKANE CITY TREASURER OR EXTERNAL TAXES/OPER ASSESSMT
WASH STATE DEPT OF REVENUE CHECK NO. - 00551243
161,722.55

STANDARD DIGITAL PRINT CO INC PRINTING/BINDING/REPRO
DBA STANDARD PRINTWORKS ACH PMT NO. - 80052875
167.74

STELLAR INDUSTRIAL SUPPLY INC REPAIR & MAINTENANCE SUPPLIES
CHECK NO. - 00551370
1,466.28

WESTERN STATES EQUIPMENT CO MACHINERY/EQUIPMENT
ACH PMT NO. - 80052954
139,408.71

WINDERMERE PROPERTY MANAGEMENT REFUNDS
8601 N DIVISION STE A CHECK NO. - 00551308
120.51

TOTAL FOR 4100 - WATER DIVISION
365,185.94

4250 - INTEGRATED CAPITAL MANAGEMENT

ABADAN REPROGRAPHICS CONSTRUCTION OF FIXED ASSETS
BUSINESS EQUIPMENT CENTER CHECK NO. - 00551351
1,106.16

AECOM TECHNICAL SERVICES INC CONSTRUCTION OF FIXED ASSETS
ACH PMT NO. - 80052906
15,872.70

ALMA MAE BEAUDRY REFUNDS
7907 N SHANANDOAH CT CHECK NO. - 00551311
58.35

28.70	BRIAN REVELLI 5580 LA JOLLA BLVD #330	REFUNDS CHECK NO. - 00551310	
266.52	BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052804	
57.40	CATHY L GREEN 3148 E HILLS CT	REFUNDS CHECK NO. - 00551322	
1,384.31	CH2M HILL ENGINEERS INC	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00551355	
326.10	COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052807	
1,421,623.68	GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052730	
28.70	GATES REALTY 1226 W 5TH AVE	REFUNDS CHECK NO. - 00551303	
30,114.72	GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052925	
271,112.41	HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052927	
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:			
9,549.67	HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052835	
22.96	JOAN LARIVE 837 S COWLEY #101	REFUNDS CHECK NO. - 00551307	
77.94	KARA HEATHERLY	LOCAL MILEAGE ACH PMT NO. - 80052706	
9.57	KOLBY CARLSON PO BOX 118	REFUNDS CHECK NO. - 00551309	
	LANDAU ASSOCIATES	CONSTRUCTION OF FIXED ASSETS	

42,298.51		ACH PMT NO. - 80052735
	MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052935
8,011.03		
	MURPHY BROTHERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052937
254,487.22		
	PARAMETRIX INC DBA TAYLOR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052879
447.50		
	RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052944
245,082.58		
	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00551243
49,125.20		
	SPOKANE COUNTY TREASURER	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052871
1,587.42		
	TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80052949
5,535.00		
	WA STATE DEPT/TRANSPORTATION	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80052950
3,424.87		
	WINDERMERE PROPERTY MANAGEMENT 8601 N DIVISION STE A	REFUNDS CHECK NO. - 00551308
1.91		

	TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	
2,361,641.13		

4300 - SEWER FUND

70.91	ALMA MAE BEAUDRY 7907 N SHANANDOAH CT	REFUNDS CHECK NO. - 00551311
34.87	BRIAN REVELLI 5580 LA JOLLA BLVD #330	REFUNDS CHECK NO. - 00551310
69.74	CATHY L GREEN 3148 E HILLS CT	REFUNDS CHECK NO. - 00551322
34.87	GATES REALTY 1226 W 5TH AVE	REFUNDS CHECK NO. - 00551303

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

27.90	JOAN LARIVE 837 S COWLEY #101	REFUNDS CHECK NO. - 00551307
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33.74	KOLBY CARLSON PO BOX 118	REFUNDS CHECK NO. - 00551309
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2.33	WINDERMERE PROPERTY MANAGEMENT 8601 N DIVISION STE A	REFUNDS CHECK NO. - 00551308
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TOTAL FOR 4300 - SEWER FUND
274.36

4310 - SEWER MAINTENANCE DIVISION

1,496.99	CENTURYLINK	TELEPHONE CHECK NO. - 00551234
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5,353.16	CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80052635
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833.79	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052638
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66,369.71	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00551243
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167.76	STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80052875
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521.26	T-MOBILE	CELL PHONE CHECK NO. - 00551245
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1,823.36	VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80052695
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161.23	WILLIAM R PEACOCK	LODGING ACH PMT NO. - 80052763
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	WILLIAM R PEACOCK	OTHER TRANSPORTATION EXPENSES
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307.38		ACH PMT NO. - 80052763
	WILLIAM R PEACOCK	PER DIEM
98.00		ACH PMT NO. - 80052763
	WSF LLC	EQUIPMENT REPAIRS/MAINTENANCE
163.99	dba WESTERN SYSTEMS &	ACH PMT NO. - 80052701

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

77,296.63

4320 - RIVERSIDE PARK RECLAMATION FAC

	ALS LABORATORY GROUP	TESTING SERVICES
1,010.00		ACH PMT NO. - 80052623
	AVISTA UTILITIES	OPERATING RENTALS/LEASES
465.41		ACH PMT NO. - 80052626

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
108,309.61		ACH PMT NO. - 80052800
	AVISTA UTILITIES	UTILITY NATURAL GAS
1,024.61		ACH PMT NO. - 80052626
	BECKWITH & KUFFEL INDUSTRIAL INC	EQUIPMENT REPAIRS/MAINTENANCE
1,781.35		ACH PMT NO. - 80052718
	CENTURYLINK	TELEPHONE
1,777.18		CHECK NO. - 00551354
	CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES
4,252.09		ACH PMT NO. - 80052719
	CINTAS CORPORATION NO 3 LOC 606	OPERATING SUPPLIES
144.55		ACH PMT NO. - 80052914
	CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR
4,209.50		ACH PMT NO. - 80052806

2,278.27	COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	OPERATING SUPPLIES ACH PMT NO. - 80052720
150.15	COMCAST	IT/DATA SERVICES CHECK NO. - 00551235
756.06	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052638
2,204.20	DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80052816
253.00	EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80052921
625.61	EVOQUA WATER TECHNOLOGIES LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80052641
1,157.96	FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80052643
47.45	FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80052644
149.51	FISHER SCIENTIFIC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80052825
1,067.38	FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80052645
21,346.39	HDR ENGINEERING INC	PROFESSIONAL SERVICES ACH PMT NO. - 80052929
6,761.38	INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80052838
82.53	INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80052932

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

K & L GATES LLP

LEGAL SERVICES

288.90	RCAC	ACH PMT NO. - 80052734
46,938.92	KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80052841
52.32	LARS H HENDRON	LOCAL MILEAGE ACH PMT NO. - 80052707
2,699.46	MORAN FENCE INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80052737
360.40	NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80052938
227.28	NETWORK SERVICES COMPANY	OPERATING SUPPLIES ACH PMT NO. - 80052665
114.33	NORCO INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052666
301.40	NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80052666
90.00	NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80052795
5,581.00	OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80052859
30,094.50	POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80052673
2,927.00	PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00551262
23,930.56	RAYMOND HANDLING CONCEPTS CORP	VEHICLES CHECK NO. - 00551392
33,614.69	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00551243
189.00	SVL ANALYTICAL INC	TESTING SERVICES ACH PMT NO. - 80052687
4,395.00	TESTAMERICA LABORATORIES INC	TESTING SERVICES ACH PMT NO. - 80052880

TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES
4,251.69	ACH PMT NO. - 80052692

T-MOBILE	CELL PHONE
10.89	CHECK NO. - 00551245

VERIZON WIRELESS BELLEVUE	CELL PHONE
1,110.10	ACH PMT NO. - 80052889

VISIONARY COMMUNICATIONS, INC	TELEPHONE
73.12	CHECK NO. - 00551248

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES
2,648.32	-

WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED)
549.46	-

WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL
1,202.49	ACH PMT NO. - 80052697

WIN 911 SOFTWARE	SOFTWARE (NONCAPITALIZED)
495.00	ACH PMT NO. - 80052898

XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE
129.05	ACH PMT NO. - 80052956

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322,129.07	TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE
152.37	ACH PMT NO. - 80052626

VERIZON WIRELESS BELLEVUE	CELL PHONE
89.37	ACH PMT NO. - 80052695

TOTAL FOR 4330 - STORMWATER
241.74

4360 - ENVIRONMENTAL PROGRAMS

VERIZON WIRELESS BELLEVUE CELL PHONE
ACH PMT NO. - 80052695
57.86

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS
57.86

4480 - SOLID WASTE FUND

ALMA MAE BEAUDRY REFUNDS
7907 N SHANANDOAH CT CHECK NO. - 00551311
80.90

BRIAN REVELLI REFUNDS
5580 LA JOLLA BLVD #330 CHECK NO. - 00551310
17.10

CATHY L GREEN REFUNDS
3148 E HILLS CT CHECK NO. - 00551322
66.86

DALERAY PROPERTIES REFUNDS
16220 S SHERMAN RD #18 CHECK NO. - 00551304
500.00

GATES REALTY REFUNDS
1226 W 5TH AVE CHECK NO. - 00551303
47.29

JOAN LARIVE REFUNDS
837 S COWLEY #101 CHECK NO. - 00551307
24.77

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KOLBY CARLSON REFUNDS
PO BOX 118 CHECK NO. - 00551309
42.10

SPOKANE CITY TREASURER OR DEPOSIT-SALES TAX
WASH STATE DEPT OF REVENUE CHECK NO. - 00551243
1,596.03

WINDERMERE PROPERTY MANAGEMENT REFUNDS

2.23 8601 N DIVISION STE A CHECK NO. - 00551308

TOTAL FOR 4480 - SOLID WASTE FUND
2,377.28

4490 - SOLID WASTE DISPOSAL

ANATEK LABS INC CONTRACTUAL SERVICES
ACH PMT NO. - 80052713
6,747.00

BANNER FURNACE & FUEL OPERATING SUPPLIES
ACH PMT NO. - 80052910
136.00

BRENNTAG PACIFIC INC CHEMICAL/LAB SUPPLIES
CHECK NO. - 00551387
64,185.08

CENTURYLINK TELEPHONE
CHECK NO. - 00551388
107.81

CHRISTOPHER D GALBREATH LOCAL MILEAGE
CHECK NO. - 00551258
63.22

DELL MARKETING LP COMPUTERS
%DELL USA LP ACH PMT NO. - 80052816
313.64

DIVCO INC EQUIPMENT REPAIRS/MAINTENANCE
ACH PMT NO. - 80052726
4,605.61

ECOCHEM ANALYTICS INC EQUIPMENT REPAIRS/MAINTENANCE
ACH PMT NO. - 80052727
7,599.68

ELJAY OIL CO INC LUBRICANTS
ACH PMT NO. - 80052920
271.35

ELJAY OIL CO INC MOTOR FUEL-OUTSIDE VENDOR
ACH PMT NO. - 80052920
2,572.91

ENGINEERED EQUIPMENT COMPANY OF ALASKA INC REPAIR & MAINTENANCE SUPPLIES
CHECK NO. - 00551389
963.61

FASTENAL CO OPERATING SUPPLIES
ACH PMT NO. - 80052922
1,464.50

FASTENAL CO PERSONAL PROTECTIVE EQUIPMENT
ACH PMT NO. - 80052922
1,406.38

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES
5,937.90	ACH PMT NO. - 80052922

FASTENAL CO	SAFETY SUPPLIES
148.34	ACH PMT NO. - 80052922

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES
VIKING LOGIC INC	ACH PMT NO. - 80052644
6.78	

GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES
63,653.21	ACH PMT NO. - 80052924

HITACHI Zosen INOVA U.S.A.	REPAIR & MAINTENANCE SUPPLIES
298.30	ACH PMT NO. - 80052930

KRUEGER SHEET METAL COMPANY	REPAIR & MAINTENANCE SUPPLIES
421.38	ACH PMT NO. - 80052658

LISA A BUSSE	LOCAL MILEAGE
113.80	ACH PMT NO. - 80052759

MICHELLE DORGAN	LOCAL MILEAGE
166.77	ACH PMT NO. - 80052760

NORCO INC	CHEMICAL/LAB SUPPLIES
20.60	ACH PMT NO. - 80052939

NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES
6,690.76	ACH PMT NO. - 80052941

NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80052907
325.00	

OCCUPATIONAL MEDICINE	MEDICAL SERVICES
ASSOCIATES PS	ACH PMT NO. - 80052669
2,346.25	

SANITAS TECHNOLOGIES	IT/DATA SERVICES
295.00	ACH PMT NO. - 80052677

SPECIALTY MACHINING & MFG CO	REPAIR & MAINTENANCE SUPPLIES
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739.84		ACH PMT NO. - 80052946
	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00551243
1.92		
	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00551243
20,618.24		
	V BELT GLOBAL SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052694
363.86		
	WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -
32.02		
	WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00551237
200.26		
	WESCO DISTRIBUTION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80052953
10,884.17		

TOTAL FOR 4490 - SOLID WASTE DISPOSAL

203,701.19

4500 - SOLID WASTE COLLECTION

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

54.94	CENTURYLINK	TELEPHONE CHECK NO. - 00551388
	CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80052634
1,771.80		
	FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80052824
107.72		
	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00551243
67,838.47		
	SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80052747
688.68		

TOTAL FOR 4500 - SOLID WASTE COLLECTION
70,461.61

4600 - GOLF FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80052626
34.96	

TOTAL FOR 4600 - GOLF FUND
34.96

4700 - DEVELOPMENT SVCS CENTER

ADVANCED TECHNOLOGY HEATING & COOLING	PERMIT REFUNDS PAYABLE CHECK NO. - 00551299	15.00
ANDERSONS HEATHING & PLUMBING 13903 E TRENT	PERMIT REFUNDS PAYABLE CHECK NO. - 00551300	20.00
ANDERSONS HEATING & PLUMBING 13903 E TRENT AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00551301	22.00
BRIMMA SOLAR LLC 117 E LOUISA ST #272	PERMIT REFUNDS PAYABLE CHECK NO. - 00551336	40.00
CORPORATION OF GONZAGA UNIV 502 E BOONE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00551328	80.00
DANIEL J EAGLE	ADVISORY TECHNICAL SERVICE CHECK NO. - 00551238	60.00
DENNIS KIPPENHAN 5205 E UNION ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00551327	40.00
ECO DEPOT INC 1326 E SPRAGUE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00551335	170.00
HOWERTON CONSTRUCTION LLC 4803 E SUNSHINE LANE	PERMIT REFUNDS PAYABLE CHECK NO. - 00551326	100.00
INDUSTRIAL COMMERCIAL CONTROLS ELEC INC	PERMIT REFUNDS PAYABLE CHECK NO. - 00551334	65.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INTERSTATE RESTORATION LLC	BUILDING IMPROVEMENTS ACH PMT NO. - 80052733
7,143.73	
NEXT GEN ELECTRIC LLC	PERMIT REFUNDS PAYABLE
311 E COEUR D ALENE AVE STE C	CHECK NO. - 00551333
80.00	
NORTHWEST RENEWABLES LLC	PERMIT REFUNDS PAYABLE
1208 N ELM ST	CHECK NO. - 00551337
1,270.00	
OFFSET SOLAR LLC	PERMIT REFUNDS PAYABLE
418 E LAKESIDE AVE STE 208	CHECK NO. - 00551338
1,595.00	
PRO-STAT ELECTRIC	PERMIT REFUNDS PAYABLE
8122 NE 91ST ST	CHECK NO. - 00551332
140.00	
ROBERT CASSANO	PERMIT REFUNDS PAYABLE
6915 N DOUGLASS ST	CHECK NO. - 00551325
2,771.20	
SMART ENERGY TODAY INC	PERMIT REFUNDS PAYABLE
2120 STATE AVE NE STE 103	CHECK NO. - 00551331
65.00	
SOLGEN POWER LLC	PERMIT REFUNDS PAYABLE
5100 ELM RD	CHECK NO. - 00551330
160.00	
TERRENCE F CONWELL	ADVISORY TECHNICAL SERVICE
60.00	CHECK NO. - 00551236
VOLTRIC ELECTRIC INC	PERMIT REFUNDS PAYABLE
PO BOX 3884	CHECK NO. - 00551329
50.00	

13,946.93

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

5100 - FLEET SERVICES FUND

AMERIGAS PROPANE LP	MOTOR FUEL-OUTSIDE VENDOR
DBA NORTHERN ENERGY	ACH PMT NO. - 80052908
166.04	
BATTERY SYSTEMS INC	OTHER REPAIRS/MAINTENANCE
	ACH PMT NO. - 80052629
985.86	

414.45	BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052911	
9,834.36	BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052912	
117,106.34	CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80052915	
6,978.01	CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80052916	
128.96	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052722	
138.65	CUMMINS NORTHWEST LLC	LUBRICANTS ACH PMT NO. - 80052917	
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:			
114.50	CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052917	
11,112.94	DATEC INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80052918	
2,786.31	ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052920	
621.57	FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052642	
53.85	FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80052824	
123.00	HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052928	
721.69	INDUSTRIAL COMMUNICATIONS SALES & SERVICE CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052931	
	KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY	

779.28		ACH PMT NO. - 80052656
	MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY
2,844.31		ACH PMT NO. - 80052934
	MCLOUGHLIN & EARDLEY GROUP	VEHICLE REPAIR & MAINT SUPPLY
1,847.69	dba SIRENNET.COM	ACH PMT NO. - 80052853
	MOTION INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY
1,315.57		ACH PMT NO. - 80052936
	PACWEST MACHINERY LLC	OTHER REPAIRS/MAINTENANCE
3,256.22		ACH PMT NO. - 80052942
	PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE
9,171.84		ACH PMT NO. - 80052943
	PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY
297.74		ACH PMT NO. - 80052943
	PETROCARD SYSTEMS INC	MOTOR FUEL-OUTSIDE VENDOR
43.56	PACIFIC PRIDE	CHECK NO. - 00551391
	PRORATE AND FUEL TAX	MOTOR FUEL-OUTSIDE VENDOR
21,311.81	DEPT OF LICENSING	CHECK NO. - 00551249
	RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY
382.47		ACH PMT NO. - 80052945
	SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL
177.04		ACH PMT NO. - 80052865
	SHI CORP	SOFTWARE (NONCAPITALIZED)
120.01		ACH PMT NO. - 80052867
	SOLID WASTE SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE
893.25	dba SWS EQUIPMENT INC	ACH PMT NO. - 80052868

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

20,640.13	SOLID WASTE SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY
	dba SWS EQUIPMENT INC	ACH PMT NO. - 80052868

132.30	SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052947
1,134.46	TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80052690
3,209.63	TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052691
14,260.13	WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80052951
3,299.80-	WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052951
2,871.30	WESTERN PETERBILT LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052895
1,436.83	WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052700
3,214.22	WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80052896
31,552.87	WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80052955

TOTAL FOR 5100 - FLEET SERVICES FUND

268,879.39

5200 - PUBLIC WORKS AND UTILITIES

1.50	ALMA MAE BEAUDRY 7907 N SHANANDOAH CT	REFUNDS CHECK NO. - 00551311
1.50	BRIAN REVELLI 5580 LA JOLLA BLVD #330	REFUNDS CHECK NO. - 00551310
669.95	SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00551243
1.50	WINDERMERE PROPERTY MANAGEMENT 8601 N DIVISION STE A	REFUNDS CHECK NO. - 00551308

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES

674.45

5300 - IT FUND

ARAMARK UNIFORM SERVICES
AUS WEST LOCKBOX

LAUNDRY/JANITORIAL SERVICES
ACH PMT NO. - 80052798

24.91

AT&T

TELEPHONE
CHECK NO. - 00551231

95.05

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CDW GOVERNMENT INC

MINOR EQUIPMENT
ACH PMT NO. - 80052805

924.82

DELL MARKETING LP
%DELL USA LP

MINOR EQUIPMENT
ACH PMT NO. - 80052816

176.22

PITNEY BOWES

OPERATING SUPPLIES
CHECK NO. - 00551366

804.54

SHI CORP

SOFTWARE MAINTENANCE
ACH PMT NO. - 80052867

9,892.86

TOTAL FOR 5300 - IT FUND

11,918.40

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP
%DELL USA LP

COMPUTERS
ACH PMT NO. - 80052816

15,113.03

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND

15,113.03

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC

OPERATING RENTALS/LEASES

7,426.68		ACH PMT NO. - 80052810
	DELL MARKETING LP	COMPUTERS
1,287.48	%DELL USA LP	ACH PMT NO. - 80052816
	HAIGHT BROTHERS INC	EQUIPMENT REPAIRS/MAINTENANCE
198.45		ACH PMT NO. - 80052833
	MARK ANDY INC	HARDWARE MAINTENANCE
2,865.00	DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80052736

TOTAL FOR 5400 - REPROGRAPHICS FUND

11,777.61

5600 - ACCOUNTING SERVICES

	BLX GROUP LLC	CONTRACTUAL SERVICES
2,500.00		ACH PMT NO. - 80052631
	COPIERS NORTHWEST INC	REPROGRAPHICS
0.10		ACH PMT NO. - 80052810

TOTAL FOR 5600 - ACCOUNTING SERVICES

2,500.10

5700 - MY SPOKANE

	VERIZON WIRELESS BELLEVUE	CELL PHONE
57.86		ACH PMT NO. - 80052889

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5700 - MY SPOKANE

57.86

5800 - RISK MANAGEMENT FUND

	US BANK OR CITY TREASURER	INSURANCE CLAIMS
39,616.11	LIABILITY CLAIMS	ACH PMT NO. - 80052785

TOTAL FOR 5800 - RISK MANAGEMENT FUND

39,616.11

5810 - WORKERS' COMPENSATION FUND

92.28	ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80052793
82.02	AMY BLACK	LOCAL MILEAGE ACH PMT NO. - 80052703
40.91	COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80052810
727.00	NATIONAL SAFETY COUNCIL DMC WASHINGTON PROGRAM	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80052855
500.00	VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80052696

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND

1,442.21

5830 - EMPLOYEES BENEFITS FUND

106.55	AMY BLACK	LOCAL MILEAGE ACH PMT NO. - 80052703
66.96	AMY BLACK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80052703
17.12	COPIERS NORTHWEST INC	REPROGRAPHICS ACH PMT NO. - 80052810
111,580.39	KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80052926
398,942.07	PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80052778
784,996.37	SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80052746
	UNITED STATES TREASURY	ADVISORY TECHNICAL SERVICE

8,479.72	DEPT OF THE TREASURY	CHECK NO. - 00551247
	WASHINGTON DENTAL SERVICE OR	INSURANCE ADMINISTRATION
2,927.18	CITY OF SPOKANE	ACH PMT NO. - 80052952

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

29,258.15	WASHINGTON DENTAL SERVICE OR	INSURANCE CLAIMS
	CITY OF SPOKANE	ACH PMT NO. - 80052952

1,336,374.51	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND
--------------	--

5900 - ASSET MANAGEMENT FUND OPS

133.82	ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES
	AUS WEST LOCKBOX	ACH PMT NO. - 80052798
439.40	CDW GOVERNMENT INC	MINOR EQUIPMENT
		ACH PMT NO. - 80052805
740.01	DELL MARKETING LP	MINOR EQUIPMENT
	%DELL USA LP	ACH PMT NO. - 80052816
1,383.39	FIREPOWER INC	EQUIPMENT REPAIRS/MAINTENANCE
		ACH PMT NO. - 80052923
385.29	VERIZON WIRELESS BELLEVUE	CELL PHONE
		ACH PMT NO. - 80052695
80.10	VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES
		ACH PMT NO. - 80052695

3,162.01	TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS
----------	--

5901 - ASSET MANAGEMENT FUND CAPITAL

9,889.92	APPLIED CONCEPTS INC	WEAPONS/FIREARMS/SIGNALGUNS
		ACH PMT NO. - 80052714

AXON ENTERPRISE INC	CAMERAS AND PROJECTION EQUIPMT
8,976.00	ACH PMT NO. - 80052749
AXON ENTERPRISE INC	OPERATING SUPPLIES
8,206.79	ACH PMT NO. - 80052749
AXON ENTERPRISE INC	SOFTWARE MAINTENANCE
32,770.56	ACH PMT NO. - 80052749
CRASH DATA GROUP INC	CAPITALIZED SOFTWARE
18,560.00	ACH PMT NO. - 80052723
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT
1,308.00	ACH PMT NO. - 80052845
PRO MECHANICAL SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE
1,566.72	ACH PMT NO. - 80052740
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES
959.98	ACH PMT NO. - 80052740
THE MALLORY CO	MINOR EQUIPMENT
2,386.80	ACH PMT NO. - 80052852

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE MALLORY CO	VEHICLE REPAIRS/MAINT
8,111.05	ACH PMT NO. - 80052852
WA STATE DEPT OF REVENUE	CAPITALIZED SOFTWARE
1,633.28	-

94,369.10 TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL

6100 - RETIREMENT

ALLIED ENVELOPE	PRINTING/BINDING/REPRO
235.70	ACH PMT NO. - 80052793

TOTAL FOR 6100 - RETIREMENT

235.70

6200 - FIREFIGHTERS' PENSION FUND

	BKD-HCN TENANT LLC	SERVICE REIMBURSEMENT
	DBA BROOKDALE NORTH SPOKANE	CHECK NO. - 00551275
10,070.00		
	BKD-HCN TENANT LLC	SERVICE REIMBURSEMENT
	DBA BROOKDALE NORTH SPOKANE	CHECK NO. - 00551275
2,522.00		
	CREATIVE NETWORKS LLC	SERVICE REIMBURSEMENT
	dba RESCARE HOMECARE	CHECK NO. - 00551276
593.75		
	FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT
		CHECK NO. - 00551278
25,705.00		
	FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT
		CHECK NO. - 00551278
6,931.00		
	LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES
		ACH PMT NO. - 80052888
175.00		
	NEIGHBORCARE PHARMACY SVCS DBA	SERVICE REIMBURSEMENT
	EVERGREEN PHARMACEUTICAL LLC	CHECK NO. - 00551284
568.08		
	PATRICK DAVIS	SERVICE REIMBURSEMENT
		CHECK NO. - 00551277
100.00		
	PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT
	SPOKANE CITY TREASURER	ACH PMT NO. - 80052778
47,804.03		
	RESCARE WASHINGTON INC	SERVICE REIMBURSEMENT
	DBA RESCARE HOMECARE	CHECK NO. - 00551286
10,051.83		
	RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT
		CHECK NO. - 00551287
16,912.00		
	RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT
		CHECK NO. - 00551287
1,397.99		
	ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT
		CHECK NO. - 00551288
83.13		

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

12,540.00	SILVERADO PEORIA	SERVICE REIMBURSEMENT CHECK NO. - 00551290
6,950.00	SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00551291
3,800.00	SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00551291
45.00	SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00551292
428.15	SPOKANE VALLEY MEDICAL INC DBA VALLEY MISSION HOMECARE	SERVICE REIMBURSEMENT CHECK NO. - 00551293
513.85	UNITED STATES TREASURY DEPT OF THE TREASURY	INSURANCE ADMINISTRATION CHECK NO. - 00551247
1,878.65	VAUGHN S YOUNG DBA GUARDIAN ANGEL HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00551280
11,502.00	WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80052952
64.89	WILLIAM R WHITE	SERVICE REIMBURSEMENT CHECK NO. - 00551296

160,636.35

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

6300 - POLICE PENSION

6,720.00	CYNTHIA K KNIGHT	SERVICE REIMBURSEMENT CHECK NO. - 00551282
4.83	CYPRESS POINT VENTURES LLC DBA PROPAC PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00551285
8,844.00	FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00551278

1,735.00	FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00551278
578.18	FRED UTTKE	SERVICE REIMBURSEMENT CHECK NO. - 00551294
140.20	GARY WAKELEY	SERVICE REIMBURSEMENT CHECK NO. - 00551295
57.60	GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00551279
152.00	INTEGRATIVE MEDICINE ASSOCIATE WILLIAM F CORELL MD	SERVICE REIMBURSEMENT CHECK NO. - 00551281
175.00	LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80052888

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

7,716.88	MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT ACH PMT NO. - 80052766
4,450.00	MORAN VISTA SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00551283
37,779.13	PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80052778
121.50	RESCARE WASHINGTON INC DBA RESCARE HOMECARE	SERVICE REIMBURSEMENT CHECK NO. - 00551286
4,690.00	RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00551287
63.53	ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00551288
1,065.00	SCOTT CHIROPRACTIC CENTER INC	SERVICE REIMBURSEMENT CHECK NO. - 00551289
	SUNSHINE HEALTH FACILITIES INC	SERVICE REIMBURSEMENT

10,230.00 dba SUNSHINE GARDENS ACH PMT NO. - 80052767

394.35 UNITED STATES TREASURY INSURANCE ADMINISTRATION
DEPT OF THE TREASURY CHECK NO. - 00551247

8,245.80 WASHINGTON DENTAL SERVICE OR SERVICE REIMBURSEMENT
CITY OF SPOKANE ACH PMT NO. - 80052952

93,163.00 TOTAL FOR 6300 - POLICE PENSION

6960 - SALARY CLEARING FUND NEW

1,217.38 CHAPMAN FINANCIAL SERVICES CHAPMAN FINANCIAL SERV OF WA
CHECK NO. - 00551297

1,217.38 TOTAL FOR 6960 - SALARY CLEARING FUND NEW

7,404,954.72 TOTAL CLAIMS

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 30

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 07/30/18
TIME: 09:04
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
---	-----	-----	-----	-----
---	USE TAX AMOUNTS	5,431.12		
00551230	ABADAN REPROGRAPHICS	979.20		
00551231	AT&T	95.05		
00551232	AUSTIN BOHN	75.00		
00551233	BRENNTAG PACIFIC INC	36,194.16		
00551234	CENTURYLINK	3,378.97		
00551235	COMCAST	150.15		
00551236	TERRENCE F CONWELL	60.00		
00551237	WATERCO OF THE PACIFIC NORTH	200.26		
00551238	DANIEL J EAGLE	60.00		
00551239	MARY ELLEN ERTEL	60.00		
00551240	FIRE PROTECTION SPECIALISTS	475.00		
00551241	RODNEY A MANN	102.00		
00551242	NORTH SPOKANE IRRIGATION	31.51		
00551243	SPOKANE CITY TREASURER OR	401,642.93		
00551244	STREET DEPT IMPREST FUND	15.53		
00551245	T-MOBILE	532.15		
00551246	UNITED PARCEL SERVICE	18.26		
00551247	UNITED STATES TREASURY	9,387.92		
00551248	VISIONARY COMMUNICATIONS, IN	73.12		
00551249	PRORATE AND FUEL TAX	21,311.81		
00551250	JACK W WHIPPLE	102.00		
00551251	WHITWORTH WATER DISTRICT NO	45.33		
00551252	BLOOMBERG FINANCE LP		6,270.00	
00551253	CHENEY FREE PRESS		30.00	
00551254	WILLIAMS INLAND DISTRIBUTORS			
867.54				
00551255	MATTHEW J BAILEY	40.00		
00551256	CENTURYLINK	190.40		
00551257	DAVID DUNKIN	191.00		
00551258	CHRISTOPHER D GALBREATH	63.22		
00551259	CODY POOLE	250.00		
00551260	LADD D SMITH	204.00		
00551261	SPOKANE POLICE DEPARTMENT	32.63		
00551262	PRORATE AND FUEL TAX	2,927.00		
00551263	WA STATE DEPT OF REVENUE	11,466.39		
00551264	WA STATE PATROL	4,300.00		
00551265	WA STATE PATROL	32.00		
00551266	AUTO-RAIN SPRINKLER		285.60	
00551267	GENERAL FIRE EXTINGUISHER			
66.31				
00551268	KELLYS CUSTOM CONCRETE			
4,221.44				
00551269	PARK DEPT IMPREST FUND			
2,000.00				
00551270	UNITED STATES YOUTH DISC GOL			
1,260.00				
00551275	BKD-HCN TENANT LLC	12,592.00		
00551276	CREATIVE NETWORKS LLC	593.75		
00551277	PATRICK DAVIS	100.00		
00551278	FAIRWINDS SPOKANE LLC	43,215.00		
00551279	GN HEARING CARE CORPORATION	57.60		
00551280	VAUGHN S YOUNG	1,878.65		
00551281	INTEGRATIVE MEDICINE ASSOCIA	152.00		

00551282	CYNTHIA K KNIGHT	6,720.00
00551283	MORAN VISTA SENIOR LIVING	4,450.00
00551284	NEIGHBORCARE PHARMACY SVCS D	568.08
00551285	CYPRESS POINT VENTURES LLC	4.83

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00551286	RESCARE WASHINGTON INC	10,173.33		
00551287	RIVERVIEW CARE CENTER	22,999.99		
00551288	ROSAUER'S PHARMACY	146.66		
00551289	SCOTT CHIROPRACTIC CENTER IN	1,065.00		
00551290	SILVERADO PEORIA	12,540.00		
00551291	SNOW PEAK 1 LIBERTY LAKE REA	10,750.00		
00551292	SPOKANE EAR NOSE & THROAT	45.00		
00551293	SPOKANE VALLEY MEDICAL INC	428.15		
00551294	FRED UTTKE	578.18		
00551295	GARY WAKELEY	140.20		
00551296	WILLIAM R WHITE	64.89		
00551297	CHAPMAN FINANCIAL SERVICES	1,217.38		
00551298	HACON INC	56.50		
00551299	ADVANCED TECHNOLOGY HEATING	15.00		
00551300	ANDERSONS HEATHING & PLUMBIN	20.00		
00551301	ANDERSONS HEATING & PLUMBING	22.00		
00551302	NATHAN HEMMING	39.00		
00551303	GATES REALTY	136.91		
00551304	DALERAY PROPERTIES	500.00		
00551305	GATES REALTY INC	98.17		
00551306	SAFEGUARD FOR BOA	52.53		
00551307	JOAN LARIVE	111.72		
00551308	WINDERMERE PROPERTY MANAGEME	128.48		
00551309	KOLBY CARLSON	90.83		
00551310	BRIAN REVELLI	114.76		
00551311	ALMA MAE BEAUDRY	244.72		
00551312	KEITH L ARMAGOST	451.46		
00551313	DAVID RYAN	38.49		
00551314	NIKOLAY ROMASHEVSKIY	250.00		
00551315	MORGAN CRESSEY	400.00		
00551316	DONNA GEORGE	600.00		
00551317	NATALIE KNOWLES	82.00		
00551318	JOSEPH BOLLMAN	25.00		
00551319	SUPERIOR TRAMWAY	50.00		
00551320	RYAN STEINAVAR	100.00		
00551321	ECONOLOGGE INN	19.99		
00551322	CATHY L GREEN	356.00		
00551323	JOHANNA BEVERAGE COMPANY LLC	3,550.00		
00551324	LAYTON CONSTRUCTION CO LLC	540.00		
00551325	ROBERT CASSANO	2,771.20		
00551326	HOWERTON CONSTRUCTION LLC	100.00		
00551327	DENNIS KIPPENHAN	40.00		
00551328	CORPORATION OF GONZAGA UNIV	80.00		
00551329	VOLTRIC ELECTRIC INC	50.00		

00551330	SOLGEN POWER LLC	160.00
00551331	SMART ENERGY TODAY INC	65.00
00551332	PRO-STAT ELECTRIC	140.00
00551333	NEXT GEN ELECTRIC LLC	80.00
00551334	INDUSTRIAL COMMERCIAL CONTRO	65.00
00551335	ECO DEPOT INC	170.00
00551336	BRIMMA SOLAR LLC	40.00
00551337	NORTHWEST RENEWABLES LLC	1,270.00
00551338	OFFSET SOLAR LLC	1,595.00

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00551339	GONZAGA UNIVERSITY			
2,500.00				
00551340	PARK DEPT IMPREST FUND			
211.48				
00551341	WA STATE PATROL			
1,176.00				
00551342	WILLIAMS INLAND DISTRIBUTORS			
332.61				
00551351	ABADAN REPROGRAPHICS	2,076.96		
00551352	AT&T MOBILITY	1,619.39		
00551353	JAMES D BIGGAR	102.00		
00551354	CENTURYLINK	168.61		
00551355	CH2M HILL ENGINEERS INC	1,384.31		
00551356	TERRI A COCHRAN	4,270.50		
00551357	MULTICARE DEACONESS HOSPITAL	1,784.85		
00551358	FRED'S APPLIANCE INC	1,857.22		
00551359	GARLAND PRINTING CO	97.92		
00551360	GENERAL FIRE EXTINGUISHER	35.52		
00551361	GENERAL FIRE APPARATUS CO IN	3,027.36		
00551362	GREATER HILLYARD BUSINESS AS	750.00		
00551363	BLACK REALTY MANAGEMENT	19.00		
00551365	MR CAR WASH	4.00		
00551366	PITNEY BOWES	804.54		
00551367	SIGNS NOW	741.43		
00551368	PEROVICH PARTNERS INC	933.50		
00551369	SPOKANE CITY TREASURER	4,004.25		
00551370	STELLAR INDUSTRIAL SUPPLY IN	1,466.28		
00551371	TORRE REFUSE & RECYCLING	172.39		
00551372	T-MOBILE	106.80		
00551373	UNITED PARCEL SERVICE	18.82		
00551374	WA ASSN OF SHERIFFS & POLICE	24,042.11		
00551375	WA STATE PATROL	4,007.30		
00551376	WASHINGTON LEOFF	6,800.93		
00551377	JENNY ANN EDGREN		900.00	
00551378	WASHINTON TRAILS ASSOCIATION		75.00	
00551379	CENTURYLINK			
89.85				
00551380	COMCAST			
318.80				

00551381	M & L SUPPLY CO INC	
216.99		
00551382	THE PEPSI BOTTLING GROUP	
3,944.50		
00551385	SANDBAGGERS CLUB LLC	
5,745.96		
00551386	VISIONARY COMMUNICATIONS, IN	
589.73		
00551387	BRENNTAG PACIFIC INC	27,990.92
00551388	CENTURYLINK	109.16
00551389	ENGINEERED EQUIPMENT COMPANY	963.61
00551390	LENOVO (UNITED STATES) INC	412.00
00551391	PETROCARD SYSTEMS INC	43.56
00551392	RAYMOND HANDLING CONCEPTS CO	23,930.56
00551393	AMERICAN SPRAY SERVICE INC	
2,416.72		
80052619	ANDREW DEWART	441.00
80052620	ACCONTEMPS	
2,301.05		
80052621	ACTION MATERIALS	1,817.65
80052622	AHBL INC	
10,000.00		
80052623	ALS LABORATORY GROUP	1,010.00
80052624	NORTHWEST INDUSTRIAL SERVICE	309.49
80052625	AVISTA CORPORATION	4,356.36
80052626	AVISTA UTILITIES	236,272.53
80052627	AWAY WITH WORDS INTERPRETER	96.86

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80052628	BAKER & TAYLOR BOOKS		8,439.60	
80052629	BATTERY SYSTEMS INC	985.86		
80052630	ANDREW BELISLE	120.00		
80052631	BLX GROUP LLC	2,500.00		
80052632	BRIDGESTONE AMERICAS INC	9,087.52		
80052633	CENGAGE LEARNING INC		214.53	
80052634	CINTAS CORPORATION NO 3	1,771.80		
80052635	CITY SERVICE VALCON LLC	37,065.61		
1,226.86				
80052636	CONCESSION SUPPLY/DIV OF			
212.74				
80052637	CONNELL OIL INC	4,502.38		
80052638	COPIERS NORTHWEST INC	1,670.59		
80052639	DESAUTEL HEGE COMMUNICATIONS			
16,541.20				
80052640	EVERGREEN STATE TOWING LLC	141.44		
80052641	EVOQUA WATER TECHNOLOGIES LL	625.61		
80052642	FASTENAL CO	6,437.65		
80052643	FEDERAL EXPRESS CORP/DBA FED	1,157.96		
80052644	FIKES NORTHWEST INC/DIV OF	54.23		
80052645	FISHER SCIENTIFIC	1,067.38		

80052646	FLOW ADVENTURES		
365.00			
80052647	FROSTY ICE/DIV OF R PLUM COR		
89.92			
80052648	GALLS LLC	261.12	
80052649	GRAYMONT CAPITAL INC.	14,797.67	
80052650	MAEVE GRIFFITH	153.91	
80052651	CORE & MAIN LP	7,893.45	
80052652	HORIZON DISTRIBUTORS	1,672.60	
80052653	IDEXX DISTRIBUTION GROUP	3,107.18	
80052654	INGRAM LIBRARY SERVICES LLC		509.83
80052655	KEMIRA WATER SOLUTIONS INC	23,573.65	
80052656	KENWORTH SALES COMPANY	779.28	
80052657	KPFF CONSULTING ENGINEERS		
1,007.45			
80052658	KRUEGER SHEET METAL COMPANY	421.38	
80052659	JACOB CECIL LEWIS		
1,075.00			
80052660	LEXIS-NEXIS RISK & ANALYTICS	72.46	
80052661	THE MALLORY CO	1,142.40	
80052662	MARTIN LUTHER KING JR FAMILY		
3,483.33			
80052663	MCGUIRE BEARING CO	238.20	
80052664	MIDWEST TAPE		30.98
80052665	NETWORK SERVICES COMPANY	227.28	
80052666	NORCO INC	454.11	
80052667	NORTHEAST YOUTH CENTER		
11,628.17			
80052668	OAC SERVICES INC		
80052669	OCCUPATIONAL MEDICINE	2,346.25	
80052670	OVERDRIVE INC		4,544.10
80052671	OXARC INC	8,484.88	
12,618.84			
80052672	PEAK 7 ADVENTURES		
537.00			
80052673	POLYDYNE INC	30,094.50	
80052674	PRO MECHANICAL SERVICES INC	1,076.98	
80052675	PYRO SPECTACULARS NORTH INC		
17,000.00			
80052676	RECORDED BOOKS INC		906.54
80052677	SANITAS TECHNOLOGIES	295.00	
80052678	SEAWESTERN FIRE APPARATUS &	1,621.82	
80052679	SIMPLEXGRINNELL LP	1,916.00	
80052680	SINTO SENIOR CENTER		
6,434.17			

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80052681	SPOKANE NEIGHBORHOOD ACTION			
80052682	SOUTHWEST SPOKANE COMMUNITY			
3,328.92				

80052683	SPECIAL SERVICES GROUP LLC	6,455.00	
80052684	SPOKANE COUNTY TREASURER	990.54	
80052685	SPOKANE INT'L AIRPORT	414.15	
80052686	SPRAGUE PEST CONTROL/DIV OF		
202.21			
80052687	SVL ANALYTICAL INC	189.00	
80052688	SYSCO FOOD SERVICES INC		
4,640.36			
80052689	TESTAMERICA LABORATORIES INC	992.50	
80052690	TOBY'S BODY & FENDER INC	1,134.46	
80052691	TRANSPORT EQUIPMENT INC	3,209.63	
80052692	TWO RIVERS TERMINAL LLC	4,251.69	
80052693	UNIVERSAL PROTECTION SERVICE	170.43	
80052694	V BELT GLOBAL SUPPLY INC	363.86	
80052695	VERIZON WIRELESS BELLEVUE	2,533.85	
80052696	VICTOR J GIAMPIETRI II	500.00	
80052697	WASTE MANAGEMENT OF WA DBA	1,202.49	
80052698	WESCO DISTRIBUTION INC	2,357.91	
80052699	WESTERN PETERBILT LLC	1,541.16	
80052700	WESTERN REFUSE & RECYCLING	1,436.83	
80052701	WSF LLC	163.99	
80052702	JONATHAN YEAGER		
1,975.00			
80052703	AMY BLACK	255.53	
80052704	BORIS A BORISOV	42.63	
80052705	MICHELE L DAILEY	11.45	
80052706	KARA HEATHERLY	77.94	
80052707	LARS H HENDRON	52.32	
80052708	DENNIS J HILL	70.55	
80052709	MATTHEW KRONVALL	450.00	
80052710	ABM JANITORIAL SERVICES SOUT	1,722.16	
80052711	ALSCO DIVISION OF ALSCO INC		
10.34			
80052712	NORTHWEST INDUSTRIAL SERVICE		
677.52			
80052713	ANATEK LABS INC	6,747.00	
80052714	APPLIED CONCEPTS INC	9,889.92	
80052715	AURORA WORLD INC		
975.36			
80052716	AVISTA UTILITIES	7,308.53	
80052717	BACON CONCRETE INC	29.05	
80052718	BECKWITH & KUFFEL INDUSTRIAL	1,781.35	
80052719	CINTAS CORPORATION NO 3	4,252.09	
80052720	COLUMBIA ELECTRIC SUPPLY/DIV	2,278.27	
80052721	CONTROL SOLUTIONS NW INC		879.03
80052722	COPIERS NORTHWEST INC	9,270.22	
147.24			
80052723	CRASH DATA GROUP INC	18,560.00	
80052724	CW NIELSEN MFG CORP	1,880.06	
80052725	KACIE DIETZ		
96.47			
80052726	DIVCO INC	4,605.61	
752.59			
80052727	ECOCHEM ANALYTICS INC	7,599.68	
80052728	FIKES NORTHWEST INC/DIV OF	13.56	
80052729	GALLS LLC	3,914.74	
80052730	GARCO CONSTRUCTION INC	1,421,623.68	
80052731	INLAND EMPIRE SOCCER REFEREE		
779.19			
80052732	INTERLINE BRANDS INC dba		87.04
80052733	INTERSTATE RESTORATION LLC	7,143.73	

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80052734	K & L GATES LLP	288.90		
80052735	LANDAU ASSOCIATES	42,298.51		
80052736	MARK ANDY INC	2,865.00		
80052737	MORAN FENCE INC	2,699.46		
80052738	CARRIE L PAETSCH	4,950.94		
80052739	PHYSIO-CONTROL INC	1,145.73		
80052740	PRO MECHANICAL SERVICES INC	2,526.70		
80052741	QUANTIX INC/ENTERTAINMENT			
935.00				
80052742	SAFETY KLEEN CORPORATION			
108.80				
80052743	SAN DIEGO POLICE EQUIP CO IN	37,609.12		
80052744	SPOKANE TREATMENT AND	8,519.00		
80052745	SPOKANE COUNTY TREASURER	9,552.32		
80052746	SPOKANE FIRE FIGHTERS BENEFI	784,996.37		
80052747	SPOKANE PRO CARE INC	688.68		
80052748	SPOKANE TRANSIT AUTHORITY	4,360.92		
80052749	AXON ENTERPRISE INC	49,953.35		
80052750	TESTAMERICA LABORATORIES INC	1,590.00		
80052751	TRINDERA ENGINEERING	3,535.00		
80052752	ROBERT B TURNER	279.59		
80052753	VERIZON WIRELESS BELLEVUE	306.59		
80052754	WA STATE CRIMINAL JUSTICE	2,650.00		
80052755	PATRICIA SIMPSON WARD			
639.00				
80052756	XO COMMUNICATIONS INC	34.14		
80052757	YWCA	304.58		
80052758	ZERO DB COMMUNICATIONS LLC			
2,315.26				
80052759	LISA A BUSSE	113.80		
80052760	MICHELLE DORGAN	166.77		
80052761	JASON EDWARDS	630.00		
80052762	JERALD LEASE	40.00		
80052763	WILLIAM R PEACOCK	566.61		
80052764	BRIAN SCHAEFFER	52.00		
80052765	PHILLIP TENCICK	106.93		
80052766	MANITO CAPITAL LLC	7,716.88		
80052767	SUNSHINE HEALTH FACILITIES I	10,230.00		
80052768	INLAND NW AGC APPRENTICESHIP			
80052769	NORTHWEST INDUSTRIAL SERVICE			
854.00				
80052770	AVISTA UTILITIES			
61,851.58				
80052771	CITY SERVICE VALCON LLC			
1,913.91				
80052772	GOLF COURSE SUPERINTENDENT			
380.00				
80052773	HELENA AGRI-ENTERPRISES			
4,746.40				

80052774	INLAND POWER & LIGHT CO	
158.88		
80052775	INTERFAITH HOSPITALITY	
80052776	LUTHERAN COMMUNITY SERVICES	
80052777	MALLORY PAINT STORE INC	
775.20		
80052778	PREMERA BLUE CROSS OR	484,525.23
80052779	SAFETY KLEEN CORPORATION	
326.38		
80052780	SIMPLOT PARTNERS	
1,250.11		
80052781	SMITH WESTERN CO	
691.96		
80052782	SPOKANE NEIGHBORHOOD ACTION	
80052783	STARPLEX CORP	
1,292.00		
80052784	TRANSITIONS DBA TRANSITIONAL	
80052785	US BANK OR CITY TREASURER	39,616.11
80052786	VOLUNTEERS OF AMERICA OF	

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80052787	WILBUR ELLIS COMPANY			
250.24				
80052788	WILDROSE LTD dba			
1,526.47				
80052789	YWCA			
80052790	ACRANET CBS BRANCH/DIV OF	64.00		
80052791	ADVANCED TRAFFIC PRODUCTS IN	8,523.49		
80052792	AHBL INC	12,013.75		
6,000.00				
80052793	ALLIED ENVELOPE	665.98		
80052794	ALSCO DIVISION OF ALSCO INC	70.72	68.82	
80052795	NORTHWEST INDUSTRIAL SERVICE	788.70		
129.50				
80052796	AMERICAN TRAFFIC SOLUTIONS I	60,675.50		
80052797	ANATEK LABS INC	20.00		
80052798	ARAMARK UNIFORM SERVICES	216.18		
80052799	ARCHBRIGHT INC			
2,205.00				
80052800	AVISTA UTILITIES	127,332.57	21,210.31	
80052801	B & B TOWING LLC	141.44		
80052802	BAKER & TAYLOR BOOKS		3,193.12	
80052803	BIG BELLY SOLAR INC			
41,532.80				
80052804	BUDINGER & ASSOCIATES INC	884.56		
80052805	CDW GOVERNMENT INC	2,282.79		
80052806	CITY SERVICE VALCON LLC	11,030.33		
80052807	COFFMAN ENGINEERS INC	326.10		
80052808	STEVE CONNER			
15,244.05				

80052809	CONTROL SOLUTIONS NW INC		6,656.38
80052810	COPIERS NORTHWEST INC	11,222.47	
80052811	CORBIN SENIOR ACTIVITY CENTE		
	2,612.50		
80052812	COWLES PUBLISHING COMPANY	93.98	
80052813	CREEK AT QUALCHAN GOLF COURS		
	9,039.69		
80052814	CW NIELSEN MFG CORP	1,319.53	
80052815	DATEC INC	799.69	
80052816	DELL MARKETING LP	23,300.32	
80052817	DESIGNER DECAL INC	255.14	
80052818	DEVRIES INFORMATION MANAGEME	4.48	
80052819	DIVINES TOWING/DIV OF	70.72	
80052820	EVERGREEN STATE TOWING LLC	70.72	
80052821	FASTENAL CO	477.52	
80052822	FEDERAL EXPRESS CORP/DBA FED	189.71	
80052823	FIKES NORTHWEST INC/DIV OF	145.01	
80052824	FIREPOWER INC	1,437.30	
80052825	FISHER SCIENTIFIC	149.51	
80052826	FULCRUM ENVIRONMENTAL		
	650.50		
80052827	GALLS LLC	10,812.56	
80052828	GALL'S INC	68.53	
80052829	GENESIS MARKETING INC	8,758.26	
80052830	GRAINGER INC	620.07	
80052831	GROUP 4 ARCHITECTURE,RESEARC		207,786.70
80052832	CORE & MAIN LP	10,133.54	
80052833	HAIGHT BROTHERS INC	198.45	
80052834	HASKINS STEEL CO INC	537.00	
80052835	HISTORICAL RESEARCH ASSOCIAT	24,803.21	
80052836	HORIZON DISTRIBUTION INC		
	924.84		
80052837	CPM DEVELOPMENT CORP DBA	135,477.22	
80052838	INLAND ENVIRONMENTAL RESOURC	6,761.38	
80052839	ITRON INC	163.20	

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80052840	JRM ENTERPRISES INC	146.00		
80052841	KEMIRA WATER SOLUTIONS INC	23,365.27		
80052842	KING BEVERAGE INC			
	76.95			
80052843	KRONOS INCORPORATED	29,661.58		
80052844	FRIENDS OF KSPS	37,843.25		
80052845	L N CURTIS & SONS	1,308.00		
80052846	LANGUAGE LINE SERVICES	37.42		
80052847	MATTHEW BENDER & CO INC	29.92		
80052848	LOOMIS ARMORED US INC	1,475.70		
80052849	LSB CONSULTING ENGINEERS PLL	2,516.11		
80052850	LAURI LUCAS	3,095.19		

80052851	MAE WOLFE PHOTOGRAPHY		
187.50			
80052852	THE MALLORY CO	9,355.45	
80052853	MCCLOUGHLIN & EARDLEY GROUP	1,847.69	
80052854	MICHAEL TERRELL LANDSCAPE	7,512.53	
270.00			
80052855	NATIONAL SAFETY COUNCIL	727.00	
80052856	NORTHWEST VITAL RECORDS	6,947.06	
80052857	LAKEYLAND INC DBA	44.76	
80052858	OCCUPATIONAL MEDICINE	1,347.75	
80052859	OLIN CORPORATION	5,581.00	
80052860	OLYMPIC FOUNDRY INC	13,328.00	
80052861	OXARC INC	1,429.90	
80052862	PACIFIC POWER GROUP LLC	102.92	
80052863	PEAK 7 ADVENTURES		
310.00			
80052864	RIVER PARK SQUARE LLC	64.25	
80052865	SAFETY KLEEN CORPORATION	177.04	
80052866	SHAMROCK MANUFACTURING INC	14,001.95	
80052867	SHI CORP	10,119.54	
80052868	SOLID WASTE SYSTEMS INC	21,533.38	
80052869	SOUTHWEST SPOKANE COMMUNITY	3,400.88	
80052870	DR LOUIS C SOWERS	500.00	
80052871	SPOKANE COUNTY TREASURER	1,587.42	
80052872	SPOKANE PUBLIC SCHOOLS	21,064.48	
80052873	SPOKANE REGIONAL SPORTS	2,740.83	
80052874	SPOKANE TRANSIT AUTHORITY	800.00	
80052875	STANDARD DIGITAL PRINT CO IN	335.50	
80052876	STERICYCLE INC	1,463.86	
80052877	T & T GOLF MANAGEMENT INC		
11,443.70			
80052878	LARRY TANGEN	1,218.75	
80052879	PARAMETRIX INC DBA	447.50	
80052880	TESTAMERICA LABORATORIES INC	1,812.50	
80052881	THOMSON WEST	162.11	
80052882	TRAFFIC SAFETY SUPPLY INC	17,273.09	
80052883	TRANSITIONS DBA TRANSITIONAL		
80052884	UNIFIRE POWER BLOWERS INC	16.14	
80052885	UNIVERSAL PROTECTION SERVICE	230.58	
80052886	URLACHER ENTERPRISES INC DBA		1,400.80
80052887	US BANK	139,521.61	
80052888	LEONARD J VANDERBOSCH MD	350.00	
80052889	VERIZON WIRELESS BELLEVUE	3,533.66	
80052890	VERIZON WIRELESS LERT B	50.00	
80052891	VOLUNTEERS OF AMERICA OF		
80052892	WA STATE DEPT OF CORRECTIONS	1,024.00	

REPORT: PG3640
 SYSTEM: FMSAP
 USER: MANAGER
 RUN NO: 30

CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

DATE: 07/30/18
 TIME: 09:04
 PAGE: 9

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80052893	WEST CENTRAL COMMUNITY	31,216.16		
6,056.25				

80052894	WCP SOLUTIONS	475.24	
80052895	WESTERN PETERBILT LLC	1,330.14	
80052896	WESTERN STATES EQUIPMENT CO	3,214.22	
80052897	WILDROSE LTD dba		
	118.59		
80052898	WIN 911 SOFTWARE	495.00	
80052899	XO COMMUNICATIONS INC	93.38	
	138.74		
80052900	YWCA	934.20	
80052901	MICHAEL J CARR	264.10	
80052902	RAE-LYNN BARDEN		27.68
80052903	LARRY B HUGHES		31.88
80052904	INLAND PACIFIC HOSE & FITTIN	28.85	
80052905	MARK E POND		315.43
80052906	AECOM TECHNICAL SERVICES INC	15,872.70	
80052907	NORTHWEST INDUSTRIAL SERVICE	110.00	
80052908	AMERIGAS PROPANE LP	166.04	
80052909	BACON CONCRETE INC		
	6,342.96		
80052910	BANNER FURNACE & FUEL	136.00	
80052911	BATTERY SYSTEMS INC	414.45	
80052912	BRIDGESTONE AMERICAS INC	746.84	
80052913	BNSF RAILWAY COMPANY	30,950.33	
80052914	CINTAS CORPORATION NO 3	144.55	
80052915	CITY SERVICE VALCON LLC	85,393.89	
80052916	CONNELL OIL INC	2,475.63	
80052917	CUMMINS NORTHWEST LLC	253.15	
80052918	DATEC INC	11,112.94	
80052919	ELECTRIC CITY INC		
	1,482.94		
80052920	ELJAY OIL CO INC	5,630.57	
80052921	EUROFINS FRONTIER GLOBAL	253.00	
80052922	FASTENAL CO	3,280.34	
80052923	FIREPOWER INC	1,503.39	
80052924	GRAYMONT CAPITAL INC.	48,855.54	
80052925	GROUNDWATER SOLUTIONS INC	30,114.72	
80052926	KAISER FOUNDATION HEALTH PLA	111,580.39	
80052927	HALME CONSTRUCTION INC	271,112.41	
80052928	HASKINS STEEL CO INC	123.00	
80052929	HDR ENGINEERING INC	25,058.02	
80052930	HITACHI ZOSEN INOVA U.S.A.	298.30	
80052931	INDUSTRIAL COMMUNICATIONS	721.69	
80052932	INLAND POWER & LIGHT CO	82.53	
80052933	LANGUAGE LINE SERVICES	11.27	
80052934	MCGUIRE BEARING CO	2,606.11	
80052935	MICHAEL TERRELL LANDSCAPE	498.50	
80052936	MOTION INDUSTRIES INC	1,315.57	
80052937	MURPHY BROTHERS INC	576,012.57	
80052938	NALCO CO	360.40	
80052939	NORCO INC	20.60	
80052940	CARRIE L PAETSCH	911.50	
80052941	NORTHSTAR CHEMICAL INC	6,690.76	
80052942	PACWEST MACHINERY LLC	3,256.22	
80052943	PAPE MACHINERY INC	9,469.58	
80052944	RED DIAMOND CONSTRUCTION INC	782,159.41	
80052945	RWC INTERNATIONAL LTD	382.47	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 30

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 07/30/18
TIME: 09:04
PAGE: 10

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80052946	SPECIALTY MACHINING & MFG CO	739.84		
80052947	SPOKANE HOUSE OF HOSE INC	132.30		
80052948	TOOLE DESIGN GROUP LLC	20,380.30		
80052949	TRINDERA ENGINEERING	2,000.00		
80052950	WA STATE DEPT/TRANSPORTATION	3,424.87		
80052951	WASHINGTON AUTO CARRIAGE	10,960.33		
80052952	WASHINGTON DENTAL SERVICE OR	51,933.13		
80052953	WESCO DISTRIBUTION INC	8,526.26		
80052954	WESTERN STATES EQUIPMENT CO	139,408.71		
80052955	WINGFOOT COMMERCIAL TIRE	31,552.87		
80052956	XO COMMUNICATIONS INC	129.05		
		7,404,954.72	263,863.37	
				308,845.56
=====				
		CITYWIDE TOTAL:		
		8,200,886.14		

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

08/13/2018

Date Rec'd

8/1/2018

Clerk's File #

CPR 2018-0003

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

ACCOUNTING

Contact Name/Phone

MICHELLE HUGHES 6320

Contact E-Mail

MHUGHES@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: July 28, 2018.
Payroll check #549941 through check #550140 \$7,021,812.49

Summary (Background)

N/A

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 7,021,812.49

N/A

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study SessionDivision Director

MARCHAND, CRYSTAL

OtherFinance

DOVAL, MATTHEW

Distribution ListLegal

DALTON, PAT

For the Mayor

COTE, BRANDY

Additional ApprovalsPurchasing

PAYROLL RECAP BY FUND
PAY PERIOD ENDING JULY 28, 2018

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	7,683.20
0230	CIVIL SERVICE	22,941.20
0260	CITY CLERK	14,430.41
0320	COUNCIL	30,520.76
0330	PUBLIC AFFAIRS / COMMUNICATIONS	25,415.69
0370	ENGINEERING SERVICES	189,124.40
0410	FINANCE	21,165.88
0430	GRANTS MNGMT & FINANCIAL ASSIST	13,722.64
0450	CD/HS DIVISION	10,012.80
0470	HISTORIC PRESERVATION	3,857.60
0500	LEGAL	116,079.72
0520	MAYOR	26,759.21
0550	NEIGHBORHOOD SERVICES	11,368.01
05601	MUNICIPAL COURT	103,336.60
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,752.00
0620	HUMAN RESOURCES	28,691.98
0650	PLANNING SERVICES	45,302.13
0680	POLICE	1,475,290.61
0690	PROBATION SERVICES	33,079.22
0700	PUBLIC DEFENDERS	82,728.89
0750	ECONOMIC DEVELOPMENT	10,696.80
0860	TREASURER	8,609.60
	TOTAL GENERAL FUND	2,287,569.35

FUND	FUND NAME	TOTAL
1100	STREET	265,514.34
1200	CODE ENFORCEMENT	34,768.80
1300	LIBRARY	176,405.72
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	459,753.67
1460	PARKING METER	28,521.45
1510	LAW ENFORCEMENT INFO SYSTEM FUND	3,840.80
1620	PUBLIC SAFETY & JUDICIAL GRANT	27,869.73
1630	COMBINED COMMUNICATIONS CENTER	69,140.20
1680	CD/HS	43,785.31
1970	EMS FUND	0.00
4100	WATER	1,419,725.82
4250	INTEGRATED CAPITAL FUND	407,409.83
4300	SEWER	42,895.75
4480	REFUSE	493,374.16
4490	SOLID WASTE	266,315.92
4600	GOLF	250,366.62
4700	GENERAL SERVICES FUND	61,228.71
5100	FLEET SERVICE	134,670.88
5200	PUBLIC WORKS & UTILITY FUND	93,220.97
5300	MIS	39,865.00
5400	REPROGRAPHICS	171,564.43
5500	PURCHASING	8,208.01
5600	ACCOUNTING SERVICES	16,762.26
5700	MY SPOKANE	91,568.85
5810	WORKER'S COMPENSATION	25,807.90
5830	SELF-FUNDED MEDICAL/DENTAL	17,457.62
5900	ASSET MANAGEMENT	11,205.92
6060	CITY RETIREMENT	29,324.55
6750	REGIONAL PLAN	10,384.00
		33,285.92
	TOTAL	7,021,812.49

MINUTES OF SPOKANE CITY COUNCIL

Monday, July 23, 2018

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, and Stratton were present. Council Member Mumm arrived after roll call at 3:31 p.m.

City Attorney Mike Ormsby, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review

The City Council received an overview from staff on the July 30, 2018, Advance Agenda items.

Resolution 2018-0069

Motion by Council Member Fagan, seconded by Council Member Mumm, **to move** Resolution 2018-0069 (proposing \$77 million in general obligation bonds to finance Spokane Public Library capital improvements and calling for a special election to be held on November 6, 2018, to submit the ballot proposition to the qualified electors of the City) to August 1, 2018 (which will be a special joint meeting with the School Board).

Action to Approve July 30, 2018, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the July 30, 2018, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, July 30, 2018, (as amended); **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council considered the July 23, 2018, Current Consent Agenda items.

Final Reading Ordinance C35633 (First Reading held June 4, 2018) (Deferred from July 9, 2018, Agenda)

Motion by Council Member Beggs, seconded by Council Member Kinnear, **to defer indefinitely** Final Reading Ordinance C35633 (providing an option for public web posting as a response to public records requests for completed Internal Affairs reports, criminal investigations of officer involved deaths and shootings in their entirety, and related body camera footage); **carried unanimously**.

Intertie Agreement with the City of Medical Lake (OPR 2017-0726)

Motion by Council Member Beggs, seconded by Council Member Kinnear, **to substitute** the new version (as filed on July 20) for the old version (thereby replacing the previously filed version of the Intertie Agreement); **carried 6-1 (Council Member Fagan voting “no”)**.

CONSENT AGENDA

Upon motion by Council Member Fagan, seconded by Council Member Mumm, the City Council unanimously approved Staff Recommendations for the following:

One-Year Value Blanket Orders for Traffic Paint utilizing WA State Contract #07609 and Pierce County Contract SC-104806 with:

- a. Ennis-Fline Co. (Greensboro, NC) (OPR 2018-0444)
- b. Ozark Materials (Greenville, AL) (OPR 2018-0445)
- c. Sherwin Williams (Cleveland, OH) (OPR 2018-0446)
- d. Alpine Products (Auburn, WA) (OPR 2018-0447)

Total Amount not to exceed \$95,000.

Authorization to increase the administrative reserve on the Contract with Poe Asphalt Paving, Inc., (Post Falls, ID) for 2018 Residential Chip Seal Program—increase of \$45,000 for a total administrative reserve of \$131,933.05 or 15.2% of the contract price. (Various Neighborhoods) (OPR 2018-0257 / ENG 2018043)

One-year Contract Renewal with Professional Account Management, LLC, a Duncan Subsidiary (Milwaukee, WI) of the Citation Management Software System to allow time to implement E-Suite and integrate the parking system—shall not exceed \$150,000. (OPR 2013-0504)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through July 13, 2018, total \$5,347,104.52, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,863,126.61 (ACH Payment Nos. 52073-52350). (CPR 2018-0002)

- b. Payroll claims of previously approved obligations through July 14, 2018: \$7,430,159.21 (Payroll Check Nos. 549729-549936). (CPR 2018-0003)

City Council Meeting Minutes: July 9, 2018. (CPR 2018-0013)

Council Recess/Executive Session

The City Council adjourned at 4:06 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Regular Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Stuckart.

Roll Call

Council President Stuckart and Council Members Beggs, Burke, Fagan, Mumm, Kinnear, and Stratton were present.

City Clerk Terri Pfister and City Council's Policy Advisor Brian McClatchey were also present.

PROCLAMATIONS

July 26, 2018 *Postal Heritage Day*

Council Member Stratton read the proclamation and presented it to Ken Cruz, Editor for American Postal Workers, Local 338; Jeff Taylor, Local President for the Washington Rural Letter Carriers; and Cassidy Munn, Secretary/Treasurer of the Washington Rural Letter Carriers.

APPOINTMENTS

Motion by Council Member Fagan, seconded by Council Member Mumm, **to approve** (and thereby confirm) the following appointments and adjustments; **carried unanimously**:

Spokane Housing Authority Board (CPR 1981-0487)

- Appointment of Amber Waldref for a term of five years, from July 23, 2018, to July 23, 2023.

Human Rights Commission (CPR 1991-0068)

- Moving current Commissioner Lance Kissler into the District 1 position.
- Moving current Commissioner Ashley Bruss to an at-large seat.

(Note: Two appointments to the Human Rights Commission are deferred to July 30, 2018, Agenda in order for City Council to hold a meet/greet with the candidates.)

Plan Commission (CPR 1981-0295)

- Appointment of Patricia Hansen as the Community Assembly liaison to the Plan Commission.

STA – Quadrennial Review Committee (CPR 1982-0115)

- Appointment of Council Member Lori Kinnear.

ADMINISTRATION REPORT

Lutheran Community Services

Erin Williams Hueter, Inland Northwest Director at Lutheran Community Services, along with the newly appointed Director of Victim Advocacy and Education at Lutheran Community Services, spoke regarding resources for sexual assault survivors and provided an overview of Lutheran Community Services Northwest. The mission of Lutheran Community Services Northwest is to partner with individuals, families and communities for health, justice and hope.

COUNCIL COMMITTEE REPORTS

Public Infrastructure, Environment, and Sustainability Committee

Council Member Beggs reported on the Public Infrastructure, Environment, and Sustainability Committee meeting held earlier today (July 23, 2018). Minutes of the Public Infrastructure, Environment, and Sustainability Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Public Infrastructure, Environment, and Sustainability Committee.

OPEN FORUM

Rick Bocook remarked on first amendment rights.

Stephen Macko stated he has proven there is a proportional unit between millimeters and inches and that it is good for architecture.

Gabriel Elliott stated he is a public person and stated his private life is not especially divided from his public life. He stated he is concerned with the collected security of things.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinances C35646 through C35661

Subsequent to an introduction by Council President Stuckart and an overview of Special Budget Ordinances C35646 through C35661 by Rick Romero; the opportunity for public testimony, with no individuals requesting to speak; and Council commentary, the following action was taken:

Upon 6-1 Roll Call Vote (Council Member Burke voting “no”), the City Council **passed** the following Special Budget Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35646 Arterial Street Fund
FROM: Department of Transportation, \$5,000,000 and
Unappropriated Reserves, \$2,755,659;
TO: Various Accounts, same amount.

(This action allows budgeting for one-time funding to accelerate grind/overlay work for Spokane Pavement Preservation.)

ORD C35647 Arterial Street Fund
FROM: Unappropriated Reserves, \$500,000;
TO: Op Transfer to Asset Mgmt. Fund, same amount.

and

Asset Management Capital Fund
FROM: Arterial Streets, \$500,000;
TO: Construction of Fixed Assets, same amount.

(This action allows budgeting for one-time funding for PDA Street improvements for the Northeast PDA by repurposing the Ranch Property.)

ORD C35648 Arterial Street Fund
FROM: Unappropriated Reserves, \$190,500;
TO: Various Accounts, same amount.

(This action allows budgeting for one-time funding for UDPDA projects)

ORD C35649 Arterial Street Fund
FROM: Unappropriated Reserves, \$550,000;
TO: Construction of Fixed Assets, same amount.

(This action allows budgeting for one-time funding for PDA Street Improvements to accelerate grind/overlay work on Sprague Ave.)

ORD C35650 Integrated Capital Management Fund
FROM: Unappropriated Reserves, \$750,000;
TO: Op Transfer to Asset Mgmt. Capital Fund, same amount.

and

Arterial Street Fund
FROM: Unappropriated Reserves, \$750,000 and Integrated Capital Management, \$750,000;
TO: Construction of Fixed Assets, same amount.

(This action allows budgeting for one-time funding for PDA Street improvements for the West Plains PDA roundabout at Highway 2 and Deer Heights Rd.)

ORD C35651 Development Services Center Fund
FROM: Unappropriated Reserves, \$1,000,000;
TO: Permits and Other Fees, same amount.

(This action allows budgeting for one-time funding for PDA Street and utility improvements and PDA Impact Fee waivers.)

ORD C35652 Integrated Capital Management Fund
FROM: Unappropriated Reserves, \$40,500;
TO: Op Transfer to Arterial Streets, same amount.

and

Arterial Street Fund
FROM: Unappropriated Reserves, \$259,500 and Integrated Capital Management, \$40,500;
TO: Reserve for Capital Outlay, same amount.

(This action allows budgeting for one-time funding for PDA Street improvements contingencies.)

ORD C35653 Real Estate Excise Tax Fund
FROM: Unappropriated Reserves, \$2,000,000;
TO: Op Transfer to Streets Fund, same amount.

and

Misc. Community Development Grant Fund

FROM: Op Transfer from General Fund, \$2,000,000;
TO: Contractual Services, same amount.

(This action allows budgeting for one-time funding for Safety and Healthy Strategic Investments in Housing and vulnerable population.)

ORD C35654 Asset Management Capital Fund
FROM: Unappropriated Reserves, \$1,000,000;
TO: Op Transfer to Arterial Streets, same amount.

and

Arterial Streets Fund
FROM: Asset Management Capital Fund, \$1,000,000;
TO: Construction of Fixed Assets, same amount.

(This action allows budgeting for one-time funding for Safety and Healthy Strategic Investments in Clean and Safe Neighborhoods.)

ORD C35655 Real Estate Excise Tax Fund
FROM: Unappropriated Reserves, \$1,000,000;
TO: Op Transfer to Arterial Streets, same amount.

and

Arterial Street Fund
FROM: Real Estate Excise Tax Fund, \$1,000,000;
TO: Various accounts, same amount.

(This action allows budgeting for one-time funding for Urban Experience Trail and River connection improvements between Post St. and Bridge Ave. to Post St. Bridge.)

ORD C35656 Real Estate Excise Tax Fund
FROM: Unappropriated Reserves, \$1,500,000;
TO: Op Transfer to Arterial Streets, same amount.

and

Arterial Street Fund
FROM: Op Transfer from Real Estate Excise Tax Fund, \$1,500,000;
TO: Various accounts, same amount.

(This action allows budgeting for one-time funding for Urban Experience Trail and River connection improvements for South Gorge Trail from Main St. to CSO 26.)

ORD C35657 Real Estate Excise Tax Fund
FROM: Unappropriated Reserves, \$500,000;
TO: Op Transfer to Arterial Streets, same amount.

and

Arterial Street Fund
FROM: Op Transfer from Real Estate Excise Tax Fund, \$500,000;
TO: Construction of Fixed Assets, same amount.

(This action allows budgeting for one-time funding for Urban Experience Trail and River connection improvements for Peaceful Valley – south Gorge Trail.)

ORD C35658 Water Fund
FROM: Unappropriated Reserves, \$50,000;
TO: Op Transfer to Integrated Capital Management, same amount.

and

Sewer Fund
FROM: Unappropriated Reserves, \$155,000;
TO: Op Transfer to Integrated Capital Management, same amount.

and

Water/WW Revenue Bond Fund
FROM: Unappropriated Reserves, \$75,000;
TO: Op Transfer to Integrated Capital Management, same amount.

and

Integrated Capital Management Fund
FROM: Various accounts, \$300,000;
TO: Reserve for Capital Outlay, same amount.

(This action allows budgeting for one-time funding for Urban Experience Trail and River connection utility improvements for unidentified projects.)

ORD C35659 Asset Management Capital Fund
FROM: Unappropriated Reserves, \$2,000,000;
TO: Op Transfer to Arterial Streets, same amount.

and

Arterial Street Fund
FROM: Asset Management, \$2,000,000;
TO: Construction of Fixed Assets, same amount.

(This action allows budgeting for one-time funding for Urban Experience Trail and River connection utility improvements for unidentified projects related to Bosch Lot, Power District and suspension bridge.)

ORD C35660 Real Estate Excise Tax Fund
FROM: Unappropriated Reserves, \$5,000,000;
TO: Construction of Fixed Assets, same amount.

(This action allows budgeting for one-time funding for Urban Experience Trail and River connection improvements for the North Bank Sportsplex.)

ORD C35661 Asset Management Capital Fund
FROM: Unappropriated Reserves, \$1,000,000;
TO: Contractual Services, same amount.

(This action allows budgeting for one-time funding for Urban Experience Arts, Culture and Diversity Strategic Investments.)

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2018-0064

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2018-0064** setting hearing before the City Council for August 13, 2018 for the vacation of portions of 32nd Avenue and Napa Street, as requested by Touchmark.

Resolution 2018-0065

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2018-0065** setting hearing before the City Council for August 13, 2018 for the vacation of the alley between Sprague Avenue and 1st Avenue, between Lee Street and Stone Street as requested by Vanessa Behan Crisis Center.

Resolution 2018-0066

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2018-0066** approving the 2018 Action Plan (7/1/18 - 6/30/19) component of the 2015-2020 Consolidated Plan for CDBG, HOME, and ESG federal grant programs.

Resolution 2018-0067

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2018-0067** granting Comcast Cable Communications Management, LLC a Franchise Extension through October 31, 2018.

There were no **Final Reading Ordinances**. (Note: Final Reading Ordinance C35633 was deferred indefinitely. See Council action under 3:30 p.m. Administrative Session.)

FIRST READING ORDINANCES

The following ordinances were read for the first time with further action deferred:

ORD C35662 Granting a municipal franchise for the collection of solid waste to Torre Refuse & Recycling, LLC d/b/a Sunshine Disposal & Recycling, for the area generally known as the West Plains Annexation.

ORD C35663 Amending Ordinance C-34117 vacating the alley between Pacific Avenue and 2nd Avenue from Browne Street to State Street.

SPECIAL CONSIDERATIONS

Intertie Agreement with the City of Medical Lake (OPR 2017-0726) (Deferred from June 4, 2018, Agenda)

Water and Hydroelectric Services Director Dan Kegley provided an overview of the Intertie Agreement with the City of Medical Lake. Public testimony was received and Council commentary held. The following action was taken:

Upon 5-2 Roll Call Vote (Council Members Burke and Fagan voting “no”), the City Council approved the Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs—\$100,000 Revenue.

There were no **Hearings**.

SECOND OPEN FORUM

Shelly McClallan remarked on her journey through homelessness and spoke regarding the Poor People’s Campaign.

Cherrie Barnett remarked on last week’s Council meeting and stated it bothers her that people would not stand and listen to someone as to what they have to say.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:35 p.m.

Minutes prepared and submitted for publication in the August 15, 2018, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2018.

Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, July 26, 2018

A Special Meeting of the Spokane City Council was held on the above date at 3:34 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Beggs and Stratton were present. Council Member Kinnear arrived at 3:44. Council Member Fagan arrived at 3:55. Council Members Burke and Mumm were absent.

The following topics were discussed:

- Interviews:
 - Earl Moore (Human Rights Commission)
 - Jac Archer (Human Rights Commission)
- Spokane Recycling
- Central City Line Update
- Recreational Bond Presentation

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 5:03 p.m.

Minutes prepared and submitted for publication in the August 1, 2018, issue of the Official Gazette:

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2018.

Ben Stuckart
City Council President

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

08/13/2018

Date Rec'd

8/1/2018

Clerk's File #

ORD C35666

Renews #Cross Ref #

OPR 2018-0499

Submitting Dept

FIRE

Contact Name/Phone

BRIAN SCHAEFFER X7001

Project #Contact E-Mail

BSCHAEFFER@SPOKANEFIRE.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

FIRE - SBO FOR DEPT OF ECOLOGY GRANT AGREEMENT

Agenda Wording

Additional budget capacity is needed for the equipment to be purchased under a new Department of Ecology grant. This grant expense was not known/anticipated during the 2018 budget process.

Summary (Background)

See related agenda item for the new grant agreement with the Department of Ecology to purchase an AR-AFFF (Alcohol Resistant Aqueous Film Forming Foam) trailer. The purchase will be offset by grant revenue of the same amount, resulting in a net-zero impact to the Department.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Expense \$ 94,000

1970-93511-94220-56401-99999

Revenue \$ 94,000

1970-93511-99999-33431-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study SessionDivision Director

SCHAEFFER, BRIAN

Other

PSHC 07/30/18

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

For the Mayor

COTE, BRANDY

Additional Approvals

PurchasingCITY COUNCIL

MCCLATCHEY, BRIAN

GRANTS &
CONTRACT MGMT

BROWN, SKYLER

ORDINANCE NO C35666

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

REVENUE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93511-99999-33431	Dept of Ecology	94,000
			Total	94,000

EXPENSE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1970	Fire/EMS Fund	1970-93511-94220-56401	Machinery/Equip	94,000
			Total	94,000

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the acceptance of a new state grant from the Department of Ecology to purchase an AR-AFFF (Alcohol Resistant Aqueous Film Forming Foam) trailer, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire
Subject:	Department of Ecology Grant
Date:	07/17/18
Contact (email & phone):	Brian Schaeffer (X7001), bschaeffer@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Purchase foam trailer in accordance w/grant agreement and obtain reimbursement from DOE.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>SFD's Haz-Mat Team is trained to handle Hazardous Materials incidents of all types, but one of the team's focus items is on the volatile Bakken crude oil that travels by rail and over the road through downtown Spokane. There is an average of 500 tank cars a day carrying 30,000 gallons of oil per car. This equates to 15 million gallons of crude oil traveling through Spokane each day.</p> <p>A derailment would have devastating effects on Spokane if quick action is not taken to mitigate the incident. This crude oil has more in common with gasoline, with regard to volatility, than it does with "traditional" crude oil. There have been multiple derailments, loss of life and severe economic impact as a result of these incidents. Fortunately, there has not been a major derailment of a Bakken Unit Train in a major metropolitan area, nor a derailment on an elevated track system.</p> <p>A potential issue in Spokane would be compounded by the fact that the tracks are elevated through much of downtown and access is poor to provide proper placement of firefighting apparatus. The natural slope of the land will direct the flow of oil and firefighting run-off directly to the Spokane River in minutes.</p> <p>Currently, we are dependent on outside agencies/resources to supply us with enough foam to make an offensive attack. This grant will allow us to purchase a foam trailer that will carry 550 gallons of high expansion AR-AFFF (Alcohol Resistant Aqueous Film Forming Foam).</p>	
<p><u>Executive Summary:</u></p> <p>New state grant with the Department of Ecology for \$94,000 to purchase a foam trailer, which will be used by SFD to deal with large hydrocarbon spills and fires.</p>	

Budget Impact:

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

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

If new, specify funding source: DOE Grant

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

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

08/13/2018

Date Rec'd

7/25/2018

Clerk's File #

ORD C35667

Renews #Submitting Dept

ASSET MANAGEMENT

Contact Name/Phone

DAVE STEELE 625-6064

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

5901 - SBO AMENDING ORD C-35565

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs

Summary (Background)

This ordinance transfers \$478,188.00 from the Asset Management Capital Fund Unappropriated Reserves budget to the Asset Management Capital Fund Building Improvement budget. This allows for the increase of the budget for the City Hall Exterior Restoration contract.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 478,188.00

5901 99999 99999

Expense \$ 478,188.00

5901 79160 94000 56203

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

LUKAS, ED

Study SessionDivision Director

MARCHAND, CRYSTAL

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

eraea@spokanecity.org

For the Mayor

SANDERS, THERESA

dsteele@spokanecity.org

Additional Approvals

publicworksaccounting@spokanecity.org

Purchasing

cbrazington@spokanecity.org

CITY COUNCIL

MCCLATCHEY, BRIAN

ORDINANCE NO C35667

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Asset Management Capital Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore, The City of Spokane does ordain:

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

FROM:	5901-99999	Asset Management Capital Fund	
	99999	Unappropriated Reserves	\$ 478,188
TO:	5901-79160	Asset Management Capital Fund	
	94000-56203	Building Improvement	\$ 478,188

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget the proceeds from the sale of S. Regal property to fund the exterior remodel of City Hall and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

07/30/2018

<u>Date Rec'd</u>	7/12/2018
<u>Clerk's File #</u>	ORD C35665
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	KAREN STRATTON 625-6291
<u>Contact E-Mail</u>	KSTRATTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - AMENDMENT TO CHHS BOARD COMPOSITION

Agenda Wording

An ordinance relating to the composition of the Community Housing and Human Services board; repealing chapter 04.34; and enacting a new chapter 04.34A of the Spokane Municipal Code.

Summary (Background)

This ordinance recodifies the CHHS board requirements by clarifying the duties and composition of the board.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PSCH Comm., 3/5/2018
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	COTE, BRANDY	
Additional Approvals		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN	

ORDINANCE NO. C35665

An ordinance relating to the composition of the Community Housing and Human Services board; repealing chapter 04.34; and enacting a new chapter 04.34A of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 04.34 of the Spokane Municipal Code is repealed in its entirety.

Section 2. That there is enacted a new chapter 04.34A of the Spokane Municipal Code is amended to read as follows:

Chapter 04.34A Community Housing and Human Services Board **Section 04.34A.010 Purpose**

The Community, Housing and Human Services Board advises the City administration, the Mayor, and the City Council regarding community development, housing, and human services programs.

Section 04.34A.020 Functions

The Community Housing and Human Services Board shall:

- A. Advise the City on preparing the Annual Action Plan, the CAPER, the Citizen Participation Plan, the Consolidated Plan, and other required plans to conform with the requirements of the U.S. Department of Housing and Urban Development (HUD) and the Washington State Department of Commerce where applicable;
- B. Hold public hearings on the draft plans to obtain citizen comments prior to recommending adoption by City Council;
- C. Make recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington State and City resources;
- D. Evaluate funding requests for eligible activities and projects and make funding recommendations to the Mayor and City Council;
- E. Make recommendations for funding to the Mayor and City Council for local grant dollars using human services priorities as established by the City Council;
- F. Provide policy guidance and recommendations for community development, human services, and special purpose grant programs applications and implementation;

- G. Participate with the Spokane Continuum of Care in developing the goals and priorities for regional homeless plans; and
- H. Represent the diverse constituencies that make up Spokane's low and moderate income populations, to help guide Spokane's community, housing, and human services into the future.

Section 04.34A.030 Membership

- A. Appointees to the Board shall serve three (3) year terms and may be eligible for one (1) reappointment for a three (3) year term reappointment.
- B. City residence is not a requirement for board membership due to the regional nature of some of the duties and responsibilities of the Board.
- C. The Board will consist of twelve (12) members, nominated by the Mayor and appointed by the City Council. At least one (1) member of the Board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty military member based at Fairchild Air Force.
- D. In addition to the twelve (12) positions, the board will include:
 - 1. two (2) voting representatives from the City Council selected by the City Council, appointed or reappointed for one (1) year terms;
 - 2. one (1) voting elected official or policy-level decision maker to represent Spokane County who shall be selected by the Spokane County commissioners then nominated by the Mayor and appointed by City Council, appointed or reappointed for one (1) year terms; and
 - 3. One (1) liaison from the Community Assembly nominated by the Community Assembly to the Mayor according to the process determined by the Community Assembly, then nominated by the Mayor and appointed by the City Council. The liaison will have full rights and responsibilities of a Board member.
- E. Members of the Board and Board committees shall include relevant representation in compliance with HUD and Washington State Department of Commerce requirements.
- F. Board members shall serve without compensation.
- G. Board members will meet conflict of interest requirements. Committee members may be required to meet conflict of interest requirements.
- H. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of providing sound advice, representative of the citizenry. To achieve that purpose, it shall include residents from diverse

neighborhoods within the City and County, with diverse professional backgrounds and citizens active in neighborhood or community affairs. Youth may also serve as members.

Section 04.34A.040 Board Structure

- A. The Board will utilize a committee structure to assist with its functions. Committees will be comprised of Board members and other citizens with experience and expertise in the subject matter of the committee. The Board Chair shall appoint committee members.
- B. The Board will include an Executive Committee consisting of the Chair, Vice-chairs, and committee chairs.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

08/13/2018

<u>Date Rec'd</u>	7/26/2018
<u>Clerk's File #</u>	ORD C35668
<u>Renews #</u>	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BREEAN 625269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 SUSTAINABILITY ACTION COMMISSION ORDINANCE		

Agenda Wording

An ordinance creating a Sustainability Action Commission, describing its composition, and stating its goals, duties, and functions; and enacting a new chapter 04.36 to the Spokane Municipal Code.

Summary (Background)

This ordinance: Creates an eleven member Sustainability Action Commission and establishes its duties and appointment process. Duties include: developing plans to achieve renewable energy goals, updating the Sustainability Action Plan, developing an overall climate action plan, working with City staff to identify and recommend sustainable policies, and partnering with local utilities to identify ways to meet renewable energy goals.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PIES July 23rd
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		

<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance also • Outlines membership qualifications for the Sustainability Action Commission. Members of the Commission may include but are not limited to: members of the 2009 Mayor's Task Force on Sustainability, energy utility representatives, college faculty members with expertise in sustainability or climate change, public health experts, local climate and environmental policy advocates, representatives of low-income citizens, and at least one non-voting member of the City Council. The ordinance also establishes a fiscal impact analysis requirement for any policy recommendations made by the Sustainability Action Commission.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

ORDINANCE NO. C35668

An ordinance creating a Sustainability Action Commission, describing its composition, and stating its goals, duties, and functions; and enacting a new chapter 04.36 to the Spokane Municipal Code.

WHEREAS, the extraction and combustion of fossil fuels are significant sources of greenhouse gas emissions and major contributors to climate change and pollution; and;

WHEREAS, local, regional, and global economies are transitioning to low-carbon energy sources, and businesses are leaders in providing energy efficiency and renewable energy technologies and services; and

WHEREAS, the future of the fossil fuel industry is questionable given global action to reduce greenhouse gas emissions; and

WHEREAS, changes in Spokane's climate are already being felt; and

WHEREAS, scientists found that climate change poses a significant threat to Washington's economy and impacts that are likely to include longer and more intense wildfire seasons, diminished fish and wildlife habitat, changes in precipitation patterns that will affect agriculture and hydro-electric energy generation, and increased disease vectors and invasive species; and

WHEREAS, Spokane's climate future is expected to be characterized by hotter, drier summers with more high-heat days, earlier springs with rapid snowpack melt, and warmer winters with more intense rain events; and

WHEREAS, the entire community will be impacted by climate change, but communities that already face existing socioeconomic and health inequities will be most severely impacted by these risks; and

WHEREAS, for thousands of years, indigenous peoples have called home what we now recognize as Spokane. We must respect this as native land, and in doing so act as its caretakers; and

WHEREAS, federally recognized tribal governments have a distinctive legal and political status separate from other sovereigns. Spokane therefore, has a unique responsibility to consult with, at a minimum, federally recognized tribal governments and urban Native American communities; and

WHEREAS, Spokane's first priority for meeting energy needs is energy efficiency, and the City remains committed to acquiring at a minimum all cost-effective energy efficiency available with a particular focus on achieving energy efficiency in low-income housing; and

WHEREAS, the economic opportunities presented by a clean energy transition far outweigh the opportunities to expanding the fossil fuel economy; and

WHEREAS, one sector alone, solar energy, accounts for over 300,000 jobs in the United States; and

WHEREAS, communities of color and low-income populations have been historically underserved by programs and investments and under-represented in decision making on climate policy; and

WHEREAS, cities and states are developing strategies to engage low-income populations and communities of color, minimize harms and hazards, and ensure economic, social, and environmental benefits are shared; and

WHEREAS, community-based development of environmental infrastructure, is an emerging and underutilized best practice for ensuring that economic, social, and environmental benefits are led and shared by low-income populations and communities of color and warrants further increased private capacity building investments in community facing organizations; and

WHEREAS, it is imperative that energy consumers and the utilities serving them take early action to reduce carbon emissions and shift to renewable energy; and

WHEREAS, achieving these goals will require action at all levels: individual, family, neighborhood, community, local, regional, state and federal governments, businesses and utilities; and

WHEREAS, "renewable energy" specifically excludes energy derived from fossil fuels, nuclear, and biomass energy from (i) wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenic and (ii) non-residual wood from standing trees; and

WHEREAS, any forest biomass energy project requires special consideration to ensure that ecosystem health is not harmed, that the project does not result in increased life-cycle carbon emissions, and that air quality and fish habitat is not degraded; and

WHEREAS, renewable energy must also be sustainable, both in terms of the conservation of fish and wildlife habitat and in the promotion of human health and racial, environmental, and economic justice, and therefore reliance on existing hydroelectric power requires special consideration to reduce negative ecological impacts to biological systems dependent on the affected watersheds; and

WHEREAS, access to the financial and environmental benefits of renewable energy must be shared equitably across all economic classes, and this can be achieved through such mechanisms as community-based development of renewable energy

infrastructure, equitable pricing structures, community solar programs with low-income communities, and non-profit organization leadership; and

WHEREAS, the renewable energy economy presents opportunities for workers in manufacturing, construction, and service sector and it is essential that workers play a role in helping drive innovation towards cleaner energy economies while creating and maintaining family-sustaining jobs; and

WHEREAS, local, state, tribal and federal government should adjust their laws and spending to encourage investment in energy efficiency, rooftop solar, low income community solar and should demand control technologies offer the opportunity to redistribute resources address poverty, stimulate new economic activity, and lift up those most impacted by high energy costs; and

WHEREAS, the benefits of affordability programs can ease the energy burden on low-income households, fostering equality as a percent of household incomes and preventing disconnections, and thus mitigate the impacts of price spikes and the cost of implementing renewable programs; and

WHEREAS, improving transit service to be less costly, readily accessible to all, use clean fuels, and especially available to low-income neighborhoods, will bring not only significant greenhouse gas reductions but also improve access to employment opportunities; and

WHEREAS, the construction of new fossil fuel infrastructure or expanded reliance on fossil fuels in utility resource mixes adversely impacts a renewable energy powered future and creates financial risk to customers through potential stranded assets; and

WHEREAS, energy conservation is critical to reducing fossil fuel demand, and increasing green infrastructure such as urban tree canopy, green streets, green roofs and other natural resource focused strategies are effective strategies to reduce energy consumption, urban heat island impacts and address disparities in the impacts of climate change on vulnerable communities; and

WHEREAS, the transportation sector accounts for a significant percent of greenhouse gas emissions in our community, and significant reductions in emissions from transportation are essential to achieving our climate-protection goals; and

WHEREAS, electrifying car, truck, and bus fleets will bring environmental and economic benefits to local residents, including lower cost transportation options for low income households; and

WHEREAS, local educational institutions (high schools, community colleges, universities), community-based job training programs, apprenticeship programs, and on-the-job training providers are well situated to train the professionals who will design,

implement, install, retrofit, and maintain the renewable energy infrastructure of the future; and

WHEREAS, equitably distributed solar energy paired with energy storage will build disaster resilience into our communities; and

WHEREAS, the challenge of climate change involves both short-, medium-, and long-term challenges, it is vital that the City pursue practical strategies that match each of these timescales.

NOW, THEREFORE, BE IT RESOLVED, since the threat of a changing climate is urgent, while the Sustainability Action Commission updates the Sustainability Action Plan, the Commission will at the same time identify three to five strategies to recommend to the Mayor and Council for immediate adoption to help plan for climate resilience, achieve City and State mandated greenhouse gas emission reductions, or support the goal of 100 percent renewable electricity by 2030.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City of Spokane does ordain:

Section 1. That there is adopted a new chapter 04.36 of the Spokane Municipal Code to read as follows:

Chapter 04.36 Sustainability Action Commission

Section 04.36.005 Definitions

- A. "Community-based renewable energy" shall mean energy that comes from resources which are naturally replenished on a human timescale, is created within the community or nearby region, and is used primarily (not necessarily fully) within the community.
- B. "Community-wide electricity" shall be defined by the Spokane Urban Growth Area boundary, as defined by the City Comprehensive Plan.
- C. "Renewable energy" shall mean energy from wind power; solar; existing and low-impact hydroelectric; geothermal; waste-to-energy sourced almost entirely from non-fossil fuel based waste; biomass energy from (i) organic by-products of pulping and the wood manufacturing process, (ii) animal manure, (iii) forest or field residues, (iv) untreated wooden demolition or construction debris, (v) food waste and food processing residuals, and (vi) liquors derived from algae; hydrogen from non-fossil fuel sources; and gas captured from renewable sources like wastewater treatment facilities, landfill gas, dairies and others. Renewable energy excludes energy derived from fossil fuels, nuclear, and biomass energy from (i) wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenic and (ii) non-residual

wood from standing trees.

Section 04.36.010 Duties and Functions

The Sustainability Action Commission (“Commission”) shall have the following duties and functions:

1. update the Sustainability Action Plan (“Plan”) and its subsequent action plans at least every five years.
2. develop, as part of the Plan, an action plan to achieve 100% renewable energy for the city of Spokane’s community electricity supply by no later than 2030, while identifying any economic, regulatory or technological challenges involved in attaining that objective.
3. develop a plan to supply 100 percent of the electricity for City operations from renewable energy by 2020 through a combination of on-site renewable electricity generation, utility-supplied renewables, and dedicated off-site renewable resources.
4. develop, as part of the Plan, a climate action plan to meet or exceed the City and Washington State mandated greenhouse gas emission reduction targets (mitigation) and plan for climate resilience (adaptation).
5. consult with all City divisions and departments to recommend to the Mayor and Council code or policy changes for Council consideration that advance the policies set forth in the Plan.
6. identify ways in which the City can assist energy utilities to help advance the City’s renewable energy goals.
7. identify opportunities and advocate for the development of community-based renewable energy infrastructure to achieve a goal of meeting at least 10 percent of overall community-wide energy needs (including transportation, heating, and electricity) via such infrastructure by 2035
8. recommend to the Mayor and Council ways in which the City can assist local colleges, labor groups and workforce development agencies in the creation and development of training and retraining programs to assist workers displaced by implementation of the Plan.
9. identify strategies to assist community organizations looking to maximize energy efficiency.

10. recommend to the Mayor and Council policies to reduce the cost-burden to low-income citizens as a result of implementing the Plan.

Section 04.36.020 Membership

The Commission shall consist of eleven voting (11) members, who shall serve without compensation. The membership as a whole shall reflect a broad range of opinion, experience, socio-economic levels, races, ages, and expertise with the objective of implementing the Plan. To achieve that purpose, it may include but is not limited to:

1. At least one and not more than two members of 2009 Mayor's Task Force on Sustainability;
 2. At least one and not more than two representatives of an energy utility serving customers in the city of Spokane;
 3. At least one faculty member from a local college or university with expertise in sustainability action planning or climate change;
 4. At least one and not more than two members or representatives of local or regional business or technology companies with a history of implementing sustainability initiatives; and
 5. At least one and not more than two representatives of the public health community knowledgeable about climate change related health impact; and
 6. At least one and not more than two members or representatives of local environmental or climate action advocacy groups; and
 7. At least one and not more than two representatives of low-income citizens; and
 8. One member of the City Council may serve on the Sustainability Action Committee as a non-voting member.
- A. The Commission shall determine its own leadership or governance structure and meeting times and places as it sees fit, except that the Commission's activities are subject to the requirements of Chapter 42.30 RCW (Open Meetings Act).

Section 04.05.030 Appointment and Removal

- A. Commission members are nominated by the Mayor and appointed by the City Council. Three (3) members shall be appointed for an initial term of one (1) year, three (3) members shall be appointed for an initial term of two (2) years, and four (4) members shall be appointed for an initial term of three (3) years. Upon the expiration of the initial terms, a member may receive no more than two

subsequent appointments, each for three (3) years.

- B. Commission members appointed by the City Council pursuant to SMC 04.06.030(A) shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

Section 04.36.040 Fiscal Impact Analyses Required

- A. The Commission shall undertake financial impact analyses to determine potential economic impact associated with implementing and not-implementing the Plan, including negative externalities. The Commission shall undertake analyses to determine potential economic and fiscal impacts associated with implementing and not-implementing Commission recommendations, including negative externalities.
- B. The Commission shall publish a fiscal impact statement for any proposed code or administrative policy change which will have an impact on city operations.
- C. Any fiscal impact statements or analyses prepared as required by this section shall be published on the City's website.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

08/13/2018

<u>Date Rec'd</u>	7/31/2018
<u>Clerk's File #</u>	ORD C35669
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	RES 2018-0060
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	4700 - HEARING FOR VACATION OF CONGRESS AND CRESTLINE		

Agenda Wording

Vacation of Crestline St. from Overbluff Rd. to a point just south of Southeast Blvd together with Congress St. from Crestline St. to Southeast Blvd, as requested by Gayle Terry.

Summary (Background)

At its legislative session held on July 23, 2018, the City Council set a hearing on the above vacation for August 13, 2018. Staff has solicited responses from all concerned parties.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	Urban Experience
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	edjohnson@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
<u>Purchasing</u>		krichards@spokanecity.org	



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
7-25-18**

LOCATION: Congress from Southeast to Crestline & Crestline from Overbluff to Southeast

PROPONENT: Gayle Terry

PURPOSE: Aggregate properties into one

HEARING: August 13, 2018

REPORTS:

AVISTA UTILITIES – At a minimum we will request an easement through the entire vacated area running north/south from SE Blvd to Overbluff for our existing electric and gas facilities. I do know we have an existing easement for the distribution line and will forward that info once I locate it.

COMCAST – Comcast has reviewed the vacation request. Enclosed is our system map showing our cable in this area. As long as we have access to our plant, we have no problem with the vacation.

ZAYO COMMUNICATIONS – Zayo has no comment and or objection concerning this vacation.

XO COMMUNICATIONS – XO Comm. is clear and has no interest concerning this property.

CENTURYLINK – CenturyLink has no objections to the vacation.

INTEGRATED CAPITAL MANAGEMENT – ICM has no concerns.

FIRE DEPARTMENT – No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – Parcels must be aggregated as to not create any land locked lots.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – Parcels must be aggregated as to not create any land locked lots.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the proposed vacation of Congress Ave, from the east line of Crestline St. to the west line of Southeast Blvd,; together with Crestline St. from the north line of Overbluff Rd. to the south line of Parcel #35282.0952 and the Street Department has no objections to the proposed vacation.

WASTEWATER MANAGEMENT – We have no assets in the vacation area. Provide onsite runoff be maintained and treated on site we have no objections to the vacation.

WATER DEPARTMENT - No comments

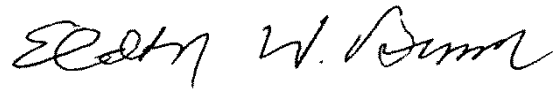
BICYCLE ADVISORY BOARD - No comments

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

1. An easement as requested by Avista Utilities and Comcast, shall be retained to protect existing and future utilities across the portion of Crestline that is vacated between Southeast Blvd and Overbluff.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. Parcels must be aggregated so as not to land lock any lots.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$77,833.80 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2019**.

Principal Engineer – Planning & Development

EDJ/edj

A handwritten signature in black ink, appearing to read "Eddy W. Dunn". The signature is written in a cursive, flowing style with a large initial 'E' and a prominent 'W'.

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35669

An ordinance vacating Crestline St. from Overbluff Rd. to a point just south of Southeast Blvd together with Congress St. from Crestline St. to Southeast Blvd;

WHEREAS, a petition for the vacation of Crestline St. from Overbluff Rd. to a point just south of Southeast Blvd together with Congress St. from Crestline St. to Southeast Blvd has been filed with the City Clerk representing 95.62% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the right of way described below is hereby vacated. Parcel number not assigned.

That portion of Crestline Street (formerly Water Street) in the N1/2 of Section 28, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, Washington, adjoining Nelson & Olson City Short Plat recorded in Book 4 of Short Plats, Page 8, on the west and adjoining Block 6 and Block 15, Spokane View Addition, recorded in Book B of Plats, Page 85 on the east, and further described as follows:

BEGINNING at the southeast corner of Parcel "F" of said Short Plat, said point being the intersection of the north line of Overbluff Road and the west line of Crestline Street; thence N00°27'00"W, along the east line of said Short Plat and the west line of said Crestline Street 540.66 feet to the northernmost corner of Parcel "C" of said Short Plat, said point being also on the west line of said Crestline Street; thence N89°33'00"E 30.00 feet to a point on the east line of said Crestline Street and the west line of said Block 6 of Spokane View Addition; thence S00°27'00"E, along said east line of said Crestline Street 540.66 feet to a point which bears N89°33'00"E 30.00 feet from the Point of **BEGINNING**; thence S89°33'30"W 30.00 feet to the Point of **BEGINNING**;

TOGETHER WITH a 60' right-of-way for Congress Avenue between Crestline Street and Southeast Boulevard, and further described as follows:

BEGINNING at the east right-of-way line of Crestline Street as platted in said Spokane View Addition, then known as Water Street; thence running easterly to the westerly right-of-way line of Southeast Boulevard, said right-of-way line described as beginning at the easterlymost point of Parcel "B" of Record of Survey recorded in Book 100 of Surveys, Page 52, and running thence southeasterly to the easterlymost point on the north line of Parcel "A" of said Record of Survey.

Section 2. An easement is reserved and retained over and through the that portion of the vacated right-of-way more particularly described below for the utility services of Avista Utilities and Comcast to protect existing and future utilities.

That portion of Crestline Street (formerly Water Street) in the N1/2 of Section 28, Township 25 North, Range 43 East, W.M., City of Spokane, Spokane County, Washington, adjoining Nelson & Olson City Short Plat recorded in Book 4 of Short Plats, Page 8, on the west and adjoining Block 6 and Block 15, Spokane View Addition, recorded in Book B of Plats, Page 85 on the east, and further described as follows:

BEGINNING at the southeast corner of Parcel "F" of said Short Plat, said point being the intersection of the north line of Overbluff Road and the west line of Crestline Street; thence N00°27'00"W, along the east line of said Short Plat and the west line of said Crestline Street 540.66 feet to the northernmost corner of Parcel "C" of said Short Plat, said point being also on the west line of said Crestline Street; thence N89°33'00"E 30.00 feet to a point on the east line of said Crestline Street and the west line of said Block 6 of Spokane View Addition; thence S00°27'00"E, along said east line of said Crestline Street 540.66 feet to a point which bears N89°33'00"E 30.00 feet from the Point of **BEGINNING**; thence S89°33'30"W 30.00 feet to the Point of **BEGINNING**;

Passed the City Council _____

Council President

Attest: _____
City Clerk

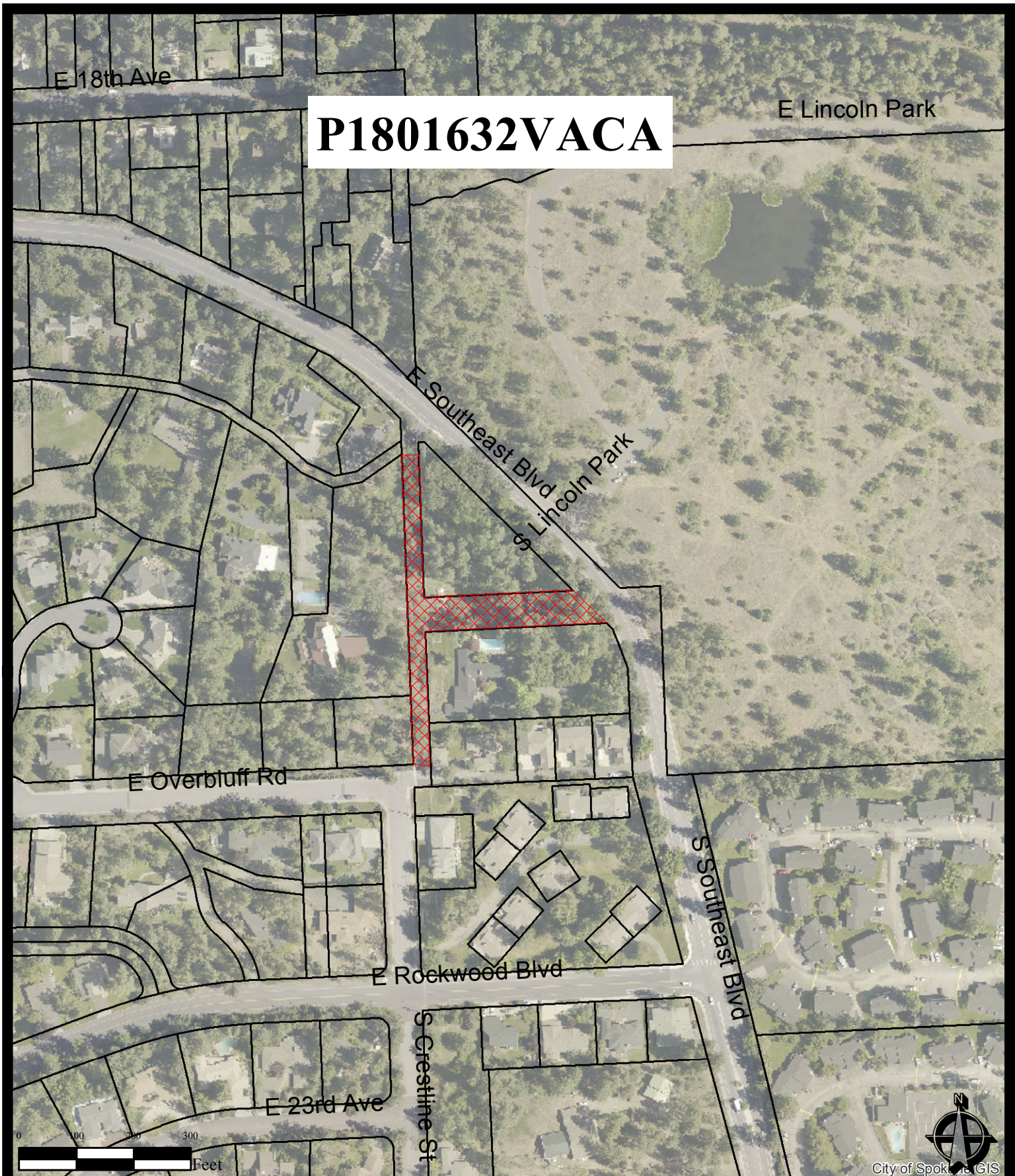
Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Right of Way Description:
A portion of Crestline St. between
Overbluff Rd. and Southeast Blvd. together
with Congress St. between Crestline St.
and Southeast Blvd.

Legend

 Vacation Area

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



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

08/13/2018

Date Rec'd

7/31/2018

Clerk's File #

ORD C35670

Renews #

Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #

RES 2018-0065

Contact Name/Phone

ELDON BROWN 625-6305

Project #

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

4700 - HEARING FOR VACATION OF SPRAGUE AND 1ST AVE

Agenda Wording

Vacation of the alley between Sprague Ave and 1st Ave, between Lee St. and Stone St. as requested by Vanessa Behan Crisis Center.

Summary (Background)

At its legislative session held on July 23, 2018, the City Council set a hearing on the above vacation for August 13, 2018. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study Session

P.I.E.S 3/26/18

Division Director

KINDER, DAWN

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

RICHMAN, JAMES

ebrown@spokanecity.org

For the Mayor

SANDERS, THERESA

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

krichards@spokanecity.org



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
July 10, 2018

LOCATION: Alley between Lee and Stone, from 1st to Sprague

PROPONENT: Vanessa Behan Crisis Center

PURPOSE: Consolidate property

HEARING: August 13, 2018

REPORTS:

AVISTA UTILITIES – I have reviewed the requested vacation and Avista Utilities has electrical and gas facilities in the proposed vacated area. Please reserve a 16' wide easement for serving utilities as indicated on attached.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our cable plant in this area. As you can see we have Fiber and Coax running down this easement. So we can't approve this vacation, due to needing access to our plant.

ZAYO COMMUNICATIONS – Zayo is in this location on the utility poles.

CENTURYLINK – Per our conversation we have aerial services going through the alley between Stone and Lee, please reserve easements upon sale.

INLAND POWER & LIGHT – Inland Power and Light has no facilities within the proposed area to be vacated.

ASSET MANAGEMENT - CAPITAL PROGRAMS – There is a 10-inch active sewer line in the alley. A 30-foot easement will be required as well as limiting construction of any permanent facility in the easement.

FIRE DEPARTMENT – Fire has no objections

NEIGHBORHOOD SERVICES – No comments

XO COMMUNICATIONS – XO Comm. is clear and has no interest concerning this property.

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – I have no issues with this proposed street vacation.

PLANNING & DEVELOPMENT – PLANNING – Alley connectivity will be severed, and there are utilities in the alley currently.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – No comments

STREET DEPARTMENT – I don't see any concerns from a street perspective.

WASTEWATER MANAGEMENT – The city has a sanitary main running roughly down the center of the proposed vacation area. Our assessment at Wastewater Management is that we could not support this vacation without the City retaining a 30' no build easement over that sanitary main in order to provide access for possible service and repair work on that line. In addition, should the vacation be granted, onsite runoff would be required to be maintained and treated on site by the property owner.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

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

1. An easement as requested by Century Link, Avista Utilities, Comcast, CenturyLink, Zayo Communications, and the City of Spokane shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. Closure work shall be completed at each end of the alley. If closure cannot be completed prior to the finalization of the vacation, a bond must be in place for the work.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is

calculated to be \$19,000.00 and is to be deposited to Budget Account #3200 49199 99999 39510.

5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2019**.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

EDJ/edj

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent and the last name "Brown" following in a similar style. The initials "W." are clearly visible between the first and last names.

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35670

An ordinance vacating the alley between Sprague Avenue and 1st Avenue, from the east line of Lee Street to the west line of Stone Street;

WHEREAS, a petition for the vacation of the alley between Sprague Avenue and 1st Avenue, from the east line of Lee Street to the west line of Stone Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the alley between Sprague Avenue and 1st Avenue, from the east line of Lee Street to the west line of Stone Street is hereby vacated. Parcel number not assigned.

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

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

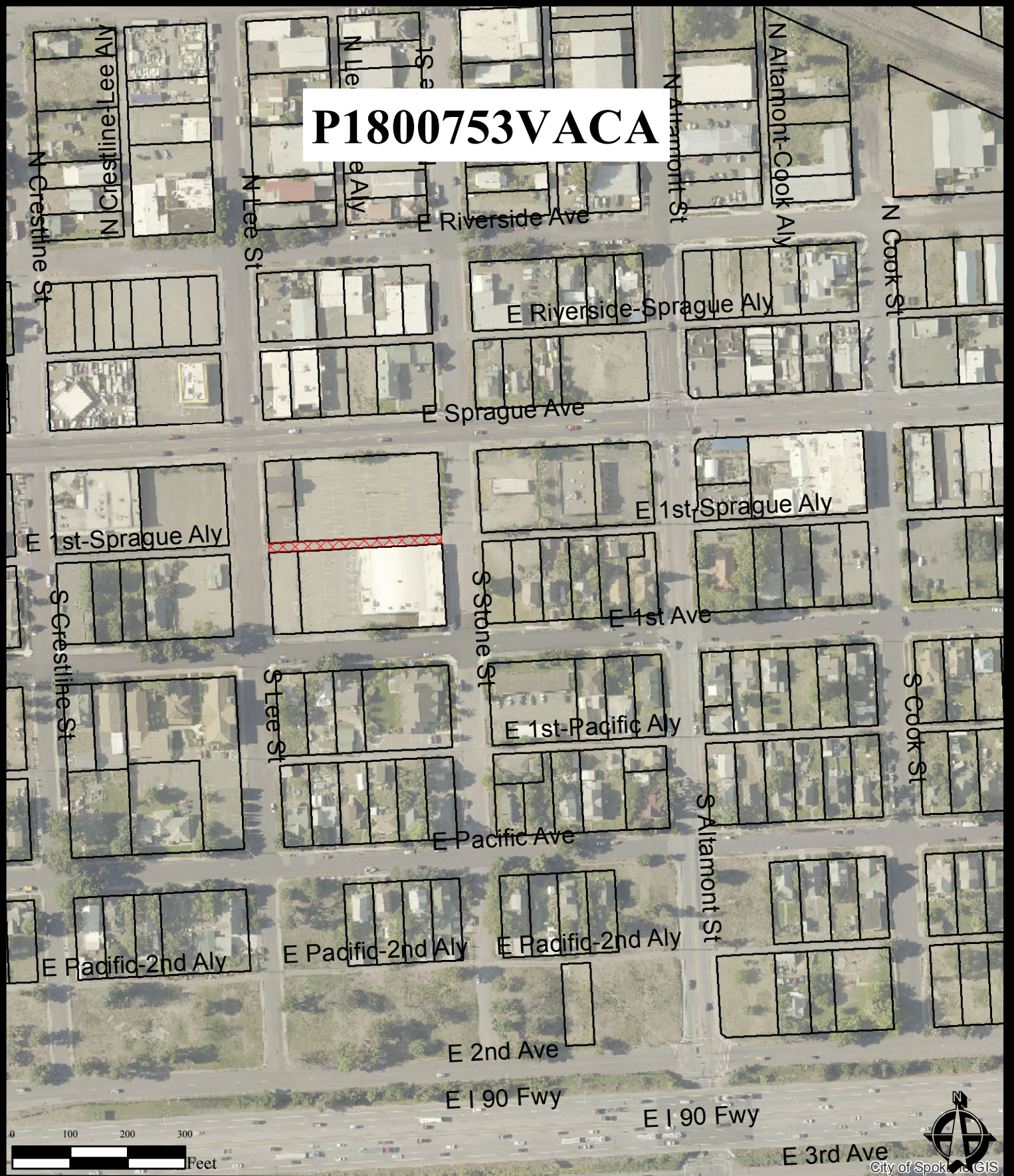
Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

P1800753VACA



Right of Way Description:
Vacation of the alley between Sprague Ave and 1st Ave, from Lee St. to Stone St.

Legend

 Vacation Area

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



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

08/13/2018

<u>Date Rec'd</u>	7/31/2018
<u>Clerk's File #</u>	ORD C35671
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2018-0064
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700 - 32ND AND NAPA STREET VACATION

Agenda Wording

Vacation of portions of 32nd Avenue and Napa Street right-of-ways.

Summary (Background)

At its legislative session held on July 23, 2018, the City Council set a hearing on the above vacation for portions of 32nd Ave and Napa Street right-of-ways. Staff has solicited responses from all concerned parties.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>
<u>Division Director</u>	KINDER, DAWN	<u>Other</u> P.I.E.S. 4/9/18
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org
<u>For the Mayor</u>	COTE, BRANDY	edjohnson@spokanecity.org
Additional Approvals		kbecker@spokanecity.org
<u>Purchasing</u>		sbishop@spokanecity.org



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
April 10, 2018

LOCATION: 32nd between Pittsburg and Napa

PROPONENT: Touchmark

PURPOSE: Consolidate property in order to build a memory care facility.

HEARING: May 21, 2018

REPORTS:

AVISTA UTILITIES – I have reviewed the referenced petition for vacation and Avista serves the area with electric and gas distribution. We have no further comments or concerns.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our plant which is on the North side of 32nd. As long as we have access to our plant Comcast has no objection with the vacation.

CENTURYLINK – After reviewing our maps, CTL has no issues with the Vacation Map.

XO COMMUNICATIONS – XO Comm is clear and has no interest concerning this property.

INLAND POWER & LIGHT – Inland Power has no facilities within the proposed area to be vacated.

ASSET MANAGEMENT - CAPITAL PROGRAMS – The City is purchasing some parcels in this area from Andy Sonneland for a water reservoir. It looks like a conflict for the north 30 foot of Napa.

FIRE DEPARTMENT – No Objection

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – Condition the approval on the requirement to aggregate parcels so that there are no land locked parcels.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the proposed vacation of 32nd Ave from the east line of Pittsburg St to the east line of Napa St; together with the 30' wide strip of Pittsburg St. directly east of Napa St; together with Napa St from the north line of 32nd Ave to the south line of 31st Ave, and the Street Department has no objections to the proposed vacation.

WASTEWATER MANAGEMENT – Wastewater Maintenance has no assets in the proposed vacation area. Therefore, we have no objection to the vacation provided on site runoff be maintained and treated on site.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

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

1. Adequate emergency vehicle access shall be maintained to existing and future buildings.
2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$186,533.25 and is to be deposited to Budget Account #3200 49199 99999 39510.
3. Closure work shall be completed at the west end of 32nd. If closure cannot be completed prior to the finalization of the vacation, a bond must be in place for the work.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2019**.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

Edith W. Dunn

P1707526VACA



Right of Way Description:
32nd Ave from the east line of Pittsburg St to the east line of Napa St; together with the 30' wide strip of 32nd Ave directly east of Napa St; together with Napa St from the north line of 32nd to 30 feet south of the south line of 31st & an additional triangular peice roughly 60'x60'x85'

Legend

 Vacation Area

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



City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35671

An ordinance vacating portions of 32nd Avenue and Napa Street right-of-ways;

WHEREAS, a petition for the vacation of portions of 32nd Avenue and Napa Street right-of-ways and more particularly described below, has been filed with the City Clerk representing 93% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the following right-of-ways are hereby vacated, all within the Northwest quarter of Section 33, Township 25 North, Range 43 East, Willamette Meridian. Parcel number not assigned.

32nd Avenue from the east line of Pittsburg St. to the west line of Napa Street;

Together with:

Napa Street from the south line of 32nd Avenue to 30 feet south of the south line of 31st Avenue;

Together with:

that portion of 32nd Avenue from the east line of Napa Street east 135', more or less, to its termination in the west line of Block 3 of the plat of Estate Development;

Together with:

That piece of Napa Street right-of-way beginning on a point on the east line of Napa Street that is 30 feet south of the south line of 31st; thence heading in a northwesterly direction at a bearing of N45°W to its intersection with the west line of Napa Street, thence south to a point on the west line of Napa Street that is 30 feet south of the south line of vacated 31st Avenue as vacated by City of Spokane Ordinance Number C-29539, thence easterly to the point of beginning.

Section 2. An easement is reserved over and through the south 15 feet of the east 225 feet, of 32nd Avenue between the east line of Pittsburg Street and the east line of Napa Street, for the public for a pedestrian pathway.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____