#### CITY OF SPOKANE



**NOTICE** 

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fourteenth** Updated Proclamation **20-28.14**, dated **December 8**, **2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **January 19**, **2021**. We are awaiting further direction as to whether there will be an extension of this date.

Until further direction is received, it is possible the below information will still apply to the January 25, 2021, City Council meeting:

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **January 25**, **2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at https://my.spokanecity.org/citycable5/live, or by calling 1-408-418-9388 and entering the access code 146 396 3105 for the 3:30 p.m. Briefing Session or (will be updated when converted to Current Agenda) for the 6:00 p.m. Legislative Session when prompted; meeting password is 0320.

#### To participate in virtual public comment:

Sign up to give testimony at https://forms.gle/RtciKb2tju6322BB7. You must sign up in order to be called on to testify. The form will be open at 5:00 p.m. on Monday, January 25, 2021, and will close at 6:00 p.m. At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

#### To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:00 P.M. The forum is limited to 3 minutes per person, with a maximum of 10 participants per night. Per Council Rules, each person may only participate in Open Forum once per calendar month. In order to participate in Open Forum, you must sign up here: https://forms.gle/WtfGZ3HqQuXCipcX9. The form will open at 5:00 p.m. on Monday, January 25, and will close at 6:00 p.m. or when the spaces have filled. Instructions for participating are the same as above under virtual public comment and are also available on the form.

Open Forum is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

#### 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 the first open forum more often than once per calendar 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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending he aring 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

#### Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

#### Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to 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, JANUARY 25, 2021

## MISSION STATEMENT

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

MAYOR NADINE WOODWARD
COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201

## CITY COUNCIL BRIEFING SESSION

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

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

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

#### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

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

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

## BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

**Roll Call of Council** 

**Council Reports** 

Staff Reports

**Committee Reports** 

**Advance Agenda Review** 

**Current Agenda Review** 

# ADMINISTRATIVE SESSION CONSENT AGENDA

#### REPORTS, CONTRACTS AND CLAIMS

Hydrant Truck-\$149,766.64 (incl. tax).

1. Purchase from Freightliner Northwest (Spokane) for a

products including maintenance and support subscriptions/upgrades—\$1,500,000 (plus tax

#### **RECOMMENDATION**

OPR 2021-0028

BID 4401-17

**Approve** 

Loren Searl 2. Value Blanket Orders, to approve purchases without **Approve** bringing each purchase over the City purchase limit to ΑII City Council for approval, with: a. CDW Government (Vernon Hills, IL) for OPR 2021-0029 equipment (hardware technology and software)-\$100,000 (plus tax and shipping). b. Dell Marketing L.P. (Dell Financial, L.L.C.) OPR 2021-0030 (Austin, TX) for PC, laptop, and mobile data hardware equipment-\$750,000 (plus tax and shipping.) c. Software House International, Inc. for software OPR 2021-0031

**Michael Sloon** 

and shipping).

3.	Contract with PMWeb, Inc. for continued Annual Support and Maintenance of the Capital Project Management Software from February 1, 2021 through January 31, 2022—\$83,600 (incl. tax).  Michael Sloon	Approve	OPR 2017-0005 RFP 4196-16
4.	Low Bid of (City, ST) for Centennial Trail – Summit Blvd.—\$ (plus tax). An administrative reserve of \$ (plus tax), which is 10% of the contract price (plus tax), will be set aside.  Dan Buller	Approve	OPR 2021-0032 ENG 2017080
5.		Approve	OPR 2021-0033
6.	Agreement with the Spokane County Sheriff's Office for Spokane Police Department to commit funds toward the procurement of a new bomb squad robot as part of the regional Explosive Disposal Unit—\$100,000.  Mike McNab	Approve	OPR 2021-0034
7.		Approve &	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through January 8, 2021, total \$3,799,634.61, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,451,659.35.	Authorize Payments	CPR 2021-0002
	b. Claims and payments of previously approved obligations, including those of Parks and Library, through, 2021, total \$, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$		CPR 2021-0002
	c. Payroll claims of previously approved obligations through January 9, 2021: \$7,685,417.31.		CPR 2021-0003
8.	City Council Meeting Minutes: January 4 and January 7, 2021.	Approve All	CPR 2020-0013

## **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.

## TOWN HALL/LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

NOTE: The City awaits further direction as to whether there will be an extension of the January 19, 2021, date regarding the current suspension of the in-person attendance requirement under the Governor's fourteenth updated Proclamation 20-28.14, dated December 8, 2020.

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

**ROLL CALL OF COUNCIL** 

**ANNOUNCEMENTS** 

(Announcements regarding Changes to the City Council Agenda)

#### BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

Amendment to 2021 City Council Appointments (Resolution 2021-0003)

Request motion to substitute attachment to Resolution 2021-0003, passed by City Council on January 11, 2021, with an attached update, replacing Council Member Mumm with Council Member Wilkerson on the Fire Pension Board.

#### 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)

#### TOWN HALL FORUM – MAY NOT BE HELD

May not be held pending extension of January 19, 2021, date.

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) 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 fifteen (15) 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.

<u>Note</u>: No person shall be permitted to speak at the first Open Forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first open forum in that meeting. (Council Rule 2.2.E)

## LEGISLATIVE AGENDA

#### NO SPECIAL BUDGET ORDINANCES

#### NO EMERGENCY ORDINANCES

#### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0006 Approving Settlement Agreement and General Release of All Claims of

Jessica Warren settled through mediation. (Council Sponsor: Council

Member Kinnear) (Deferred from January 11, 2021, Agenda)

Nathaniel Odle

ORD C35924 Granting Yellowstone Pipeline Company, a corporation, chattered in the

State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of way within and through the City of Spokane, Spokane County, WA. (Council Sponsor: Council Member Cathcart) (Deferred

from November 23, 2020, Agenda)

Tim Szambelan

ORD C35998 Requiring a supermajority Council vote for the approval of intrafund

transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane

Municipal Code. (Council Sponsor: Council President Beggs)

Council President Beggs

ORD C35999 Establishing a strategic reserve account within the general fund and

establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal

Code. (Council Sponsor: Council President Beggs)

**Council President Beggs** 

ORD C36003

Relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070. (Council Sponsors: Council Members Mumm and Kinnear) Carly Cortright

#### FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C36004 Relating to amendments to the Existing Building and Conservation

Code, sections 17F.070.470 and 17F.070.490 of the Spokane Municipal

**Code.** (Council Sponsor: Council Member Wilkerson)

Jason Ruffing

ORD C36005 Relating to the rates for Sewer charges, amending SMC section

13.03.1010, to chapter 13.03 of the Spokane Municipal Code; and setting

an effective date. (Council Sponsor: Council President Beggs)

**Marlene Feist** 

**FURTHER ACTION DEFERRED** 

# NO SPECIAL CONSIDERATIONS NO HEARINGS

Motion to Approve Advance Agenda for January 25, 2021 (per Council Rule 2.1.2)

## TOWN HALL FORUM (CONTINUED)

May be held in a virtual format pending extension of January 19, 2021, date

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. 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 fifteen (15) 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.

<u>Note</u>: Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month. (Counsel Rule 2.2.E)

<u>ADJOURNMENT</u>
The January 25, 2021, Regular Legislative Session of the City Council is adjourned to February 1, 2021.

## **NOTES**

SPOKANE Agenda Sheet	Date Rec'd	1/13/2021	
01/25/2021		Clerk's File #	OPR 2021-0028
		Renews #	
Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	RE19457
Agenda Item Name	5100-PURCHASE OF HYDRANT TRUCK BODY		

## **Agenda Wording**

The Water Department would like to purchase a Hydrant Truck. The Body will be purchased from Freightliner Northwest, Spokane, WA, using Bid 4401-17. Total purchase price is \$149,766.64, including tax.

### **Summary (Background)**

The Hydrant Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a Hydrant Truck Body for the Water Department. Funding for this is included in the Water Department budget.

Lease?	NO Gr	ant related?	NO	Public Works?	NO	
<u>Fiscal</u>	<u>Impact</u>			<b>Budget Acc</b>	<u>ount</u>	
Expense	<b>\$</b> 149,766.64			# 41004242694	340564049	99999
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approv	als			<b>Council Not</b>	ification	S
Dept He	ad	PAINE, DAV	ID	Study Session	n\Other	January 11, 2021
Division	Director	WALLACE, T	ONYA	Council Spon	<u>sor</u>	Breean Beggs
<u>Finance</u>	! •	ORLOB, KIM	IBERLY	Distribution	List	
Legal		ODLE, MARI		mmartinez		
For the	<u>Mayor</u>	ORMSBY, M	ICHAEL			
Additio	nal Approvals					
Purchas	sing	PRINCE, THE	ĒΑ			
WATER	<u>&amp;</u>	BURNS, STE	VE			
		•				

# Briefing Paper Urban Experience Committee

Division & Department:	Finance, Fleet Services			
Subject:	Purchase of Hydrant Truck Body			
Date:	January 11th, 2021			
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823			
City Council Sponsor:	Breean Beggs			
Executive Sponsor:	Tonya Wallace			
Committee(s) Impacted:	Urban Experience Committee			
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan			
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment			
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)				
•	like to purchase a Hydrant Truck. The Body will be purchased from ne, WA, using Bid 4401-17. Total purchase price is \$149,766.64,			
Executive Summary:  Impact  The Hydrant Truck will	replace a unit that has reached the end of its economic life.			
Action  • We recommend appro Department.	val for the purchase of a Hydrant Truck Body for the Water			
<ul> <li>Funding</li> <li>Funding for this is included in the Water Department budget.</li> </ul>				
Budget Impact:  Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source:  Other budget impacts: (revenue generating, match requirements, etc.)				
Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:	ions/policy? Yes No			



# **Expenditure Control Form**

# All Expenditures \$100,000 or more

Today's Date: 5/11/2020	Type of expenditure: Goods					
Department: Water Department						
Approving Supervisor: Loren Searl	Approving Supervisor: Loren Searl					
Amount of proposed \$980,000 from wat Expenditure:	er rates					
Funding Source: \$980,000 from water r	ates					
Please verify correct funding sources. Please in source.	dicate breakdown if more than one funding					
Why is this expenditure necessary now?						
This is the replacement of four large service trucks. T to complete. This request is to begin this process so i						
What are the impacts if expenses are def	erred?					
If the process is not started in the near future complete a good design and fair bid package	•					
What alternatives resources have been c	onsidered?					
Three of the vehicles are not in great shape but can continue to be used but process with the understanding that should we have a larger budget shortfal has been taken off the road is a hydrant maintenance vehicle that needs do	If we would not complete the purchase at the end of the year. The truck that					
Description of the goods or service and a	any additional information.					
This is the replacement of three vehicles. 1 Mobile Chlorine Truck \$180,000 - 1 Construction Truck \$250,000 - 1 Valve Truck \$300,000 and 1 Hydrant Truck \$250,000						
Person Submitting Form/Contact: Loren Searl						
CITY ADMINISTRATOR APPROVAL: Yes No	BUDGET APPROVAL:  Yes No					





10310 WESTBOW BLVD SPOKANE, WA 99224 PHONE 509-744-0390 X6550 CELL 509-991-4374

QUOTE FOR: City of Spokane DATE: 11/24/2020

CITY OF SPOKANE Micaela Martinez

**6420 E. BROADWAY AVE.** cell 509-655-0959 Attention: Micaela Martinez

**SPOKANE, WA. 99212**<a href="mailto:mmartinez@spokanecity.org">mmartinez@spokanecity.org</a>
Phone #:
Fax #:

e-mail <u>mmartinez@spokanecity.org</u> Cell # 509-655-0959

CHASSIS MAKE: MODEL C.A. OTHER "Hydrant Truck"

DATA FORD F550 84, 2021 4X4-electric shift, Reg cab, camera, 19,500 gvwr, diesel, auto trans

QTY:	DESCRIPTION OF ITEMS	PRICE	PRICE
1	BODY SUPPLY AND INSTALL "AUTOCRANE" 38K FIELD SERVICE CRANE	EACH: 53,240.00	TOTAL \$53,240.00
	BODY INCLUDING THE FOLLOWING: (TITAN 38-9)		\$0.00
	22" DEEP COMPARTMENTS		\$0.00
	COMPARTMENTS ARE 46-1/2" TALL		\$0.00
	BODY IS 109" LONG		\$0.00
	INTEGRAL CRANE REINFORCEMENT UP TO 38,000FT. LBS		\$0.00
	DOUBLE PANEL GALVANEALED STEEL DOORS		\$0.00
	ROUNDED DOOR FRAMES TO RESIST STRESS CRACKING		\$0.00
	ONE - PIECE 10 GAUGE SIDE - PACK DESIGN		\$0.00
	ADVANCED T-HANDLE DOOR LATCHES		\$0.00
	( INDIVIDUAL BODY KEYING )		\$0.00
	THREE-POINT LATCHING SYSTEM - LARGE GRAB HANDLES		\$0.00
	12 GAUGE TREAD PLATE ON TOPS AND CARGO AREA		\$0.00
	FULL LENGTH E-TRACK ON CARGO WALLS		\$0.00
	RUGGED DURARABLE INTERLOCKING CHANNEL FRAME		\$0.00
	FLAT CARGO FLOOR ( 49-3/4" MINIMUM WIDTH ) WITHOUT WHEEL WELLS		\$0.00
	ONE-PIECE CONTINUOUS 4" X 4" X 1/4" SQUARE WALL STRUCTURAL		\$0.00
	TUBING LONGITUDINAL FRAMES		\$0.00
	FULL LENGTH DRIP RAIL		\$0.00
	14 GAUGE FENDER WELL LINERS		\$0.00
	SHELF PACKAGE INCLUDES:		\$0.00
	- 5 ADJUSTABLE SHELVES, 1 SHELF WITH PARTS DIVIDER		\$0.00
	- 1 SHELF WITH BOOK DIVIDERS, 3 MATERIAL HOOKS		\$0.00
	20" HEAVY DUTY WORK BENCH BUMPER WITH VISE PLATE AND THRU-		\$0.00
	COMPARTMENT AND WITH HYDRAULIC-OUT/HYDRAULIC UP/DOWN		\$0.00
	OUTRIGGERS.		\$0.00
	VISE PLATE MOUNTED ON PASSENGER SIDE REAR BUMPER		\$0.00
	36 GALLON OIL RESERVOIR WITH SIGHT GAUAGE, RETURN FILTER		\$0.00
	RECESSED IN BODY BULKHEAD		\$0.00
	RECEIVER HITCH		\$0.00
	7-WAY, FLAT SPADE ELECTRICAL PLUG		\$0.00
	STEP KIT FOR BUMPER		\$0.00
	SLAM -LOCK DOUBLE PANEL TAILGATE		\$0.00
	RECESSED BULKHEAD		\$0.00
	MOUNTING KIT		\$0.00
	STANDARD L.E.D. LIGHT KIT AND WIRING HARNESS		\$0.00
	36" L.E.D. INTERIOR COMPARTMENT LIGHT STRIPS. (2) FOR EACH		\$0.00
	VERTICAL COMPARTMENT MOUNT TO DOOR FRAME		\$0.00

	18" L.E.D. INTERIOR COMPARTMENT LIGHT STRIPS. (2) FOR EACH HORIZONTAL COMPARTMENT MOUNT TO DOOR FRAME FACTORY PRIMER, WHITE EXTERIOR PAINT, MULTI-COLOR INTERIOR BED LINER APPLIED TO FLOOR, CARGO WALL SIDES AND BUMPER (2) 21" X 21" ALUMINUM ROCK GUARDS MANUAL MASTER LOCKING FOR COMPARTMENT SIDE PACKS BACK ALARM MADE IN THE USA INSTALLED F.O.B. BOISE		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	APPROXIMATE WEIGHT OF BODY, BUMPER, HITCH, 5000LBS SHELVES ETC		\$0.00 \$0.00 \$0.00
1	SUPPLY AND INSTALL CUSTOM CROSS BOX BETWEEN BODY AND CAB CROSS BOX MEASUREMENTS TO BE DETERMINED APPROXIMATELY 24" WIDE X APPROX. 46-1/2" HIGH 3 POINT LATCHES TO MATCH BODY NO INTERIOR LIGHTS  (2) ADJUSTABLE SHELVES LENGTH APPROX. 92" CROSS BOX EXTERIOR IS PAINTED WHITE, INTERIOR IS MULTI-COLOR  APPROXIMATE WEIGHT OF BODY TRANSVERSE COMPARTMENT	7,600.00	\$7,600.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	COMPARTMENT 1700LBS		\$0.00 \$0.00
1	CRANE HC-7X CRANE W/7,000 LB. CAPACITY @ 6.6' (43,000 FT LB ) W/ 30' BOOM, POWER ROTATION, ELEVATION, AND POWER EXTENSION TO 30' 60' PER MINUTE LINE SPEED 8 GPM AT 2750 PSI HYDRAULIC REQUIREMENT AUTOMATIC OVERLOAD PROTECTION ROTATION CONTROL WHICH AUTOMATICALLY REDUCES ROTATION SPEED UNDER LOAD (2-SPEED ROTATION) 450 DEGREE NON CONTINOUS ROTATION MINUS 12 TO + 75 DEGREE BOOM ELEVATION "NEXSTAR III "TECHNOLOGY FULL PROPORTIONAL CONTROLS VALVES, LCD RECEIVER, PISTOL GRIP FULLY PROPORTIONAL FM REMOTE, FILTER SENSOR, AND OVERLOAD SAFETY LIGHT, ANGLE DETECTION ENGINE AUTO / START STOP FROM THE CONTROL PENDENT 120' OF 5/16" AIRCRAFT QUALITY CABLE ON THE WINCH CRANE PAINTED IMRON 5000 WHITE NON-TIPPING SWIVEL BLOCK W/LATCH BOOM SUPPORT CRANE MOUNTED PASSENGER SIDE MEETS OSHA AND ANSI REQUIREMENTS MADE IN THE USA INSTALLED F.O.B. BOISE	31,955.00	\$31,955.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	APPROXIMATE WEIGHT OF THE CRANE 1850LBS		\$0.00 \$0.00
1	COMP. VANAIR UNDER DECK AIR COMPRESSOR, PTO SHAFT DRIVEN, MODEL # V2 125 CFM @ 150 PSI PTO 10 SPEED AUTO TRANSMISSION V2 INCLUDES AUXILIARY SAE B PAD TO DRIVE AN AUXILIARY HYDRAULIC PUMP DIRECT DRIVELINE DRIVEN (BALANCED) TRANSFER CASE REMOVED AND SENT BACK TO VANAIR FOR CORE CHARGE V-TEC DUAL PTO CONTROLLER	28,722.00	\$28,722.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

	SPRING REWIND AIR HOSE REEL, REELCRAFT # 83050-OLP 3/4 X 50FT, EQUIPPED WITH ROLLER FAIR LEAD. (MOUNTED IN P/S REAR COMPARTMENT TO THE FLOOR). FILTER / LUB / REG MOISTURE SEPARATOR AUXILARY DISCHARGE AIR TANK, MOUNTED BETWEEN FRAME RAILS, 10 - 30 GAL. (IF REQUIRED) (AIR TANK CAPACITY WILL BE DETERMINED BY AVAILABLE FRAME SPACE) AIR TO OIL COOLER ASSEMBLY INTAKE AIR FILTER	ļ.		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	APPROXIMATE WEIGHT OF THE COMPRESSOR 550LBS			\$0.00 \$0.00
	OPTIONS TO BE ADDED TO BASE PRICE IF SELECTED:			\$0.00
0	THERMAL GUARD WEATHER PROTECTION KIT WHICH USES THE VEHICLES WARM ENGINE COOLANT TO PREHEAT THE COMPRESSOR OIL AND REGULATORS. (RECOMMENDED FOR COLDER CLIMATES)	ADD	1,450.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
0	PASSENGER SIDE SPRING RE-INFORCEMENT ESTIMATE (RECOMMEND AFTER CUSTOMER LOADS THE VEHICLE)	ADD	1,400.00	\$0.00 \$0.00 \$0.00
0	VEHICLE ALIGNMENT (RECOMMEND AFTER CUSTOMER LOADS THE VEHICLE)	ADD	175.00	\$0.00 \$0.00 \$0.00
0	UNDER CRANE, CUSTOM STEEL BLOCK AND RIGGING STORAGE (FAB LOCALLY)	ADD	550.00	\$0.00 \$0.00
1	SUPPLY AND INSTALL <b>ECCO MODEL # 5587CA</b> MINI STROBE LIGHT BAR ON CAB WITH CHASSIS SPECIFIC MOUNTING BRACKET	ADD	1,050.00	\$0.00 \$1,050.00 \$0.00
8	<b>ECCO MODEL # 3811A</b> CLEAR AMBER SURFACE MOUNTED STROBE LIGHTS. (2) ON EACH SIDE OF THE BODY, (2) AT THE REAR OF THE BODY AND (2) MOUNTED IN THE FRONT GRILL AREA	ADD	315.00	\$0.00 \$2,520.00 \$0.00 \$0.00
1	SUPPLY AND INSTALL <b>"ECCO" MODEL # ED3307A</b> ARROW LIGHT BAR ARROW BOARD INCLUDING: MANUFACTURES IN CAB CONTROLLER MOUNT THE ARROW BOARD ON OR NEAR THE FRONT BULKHEAD OF THE AUTOCRANE BODY	ADD	3,150.00	\$0.00 \$3,150.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
1	SUPPLY AND INSTALL REAR VIEW CAMERA WITH 7" COLOR DISPLAY, ONE VIEW	ADD	1,600.00	\$1,600.00 \$0.00 \$0.00
1	6" <b>WILTON</b> VISE " AMERICAN MADE " MOUNT ON PASSENGER SIDE OF THE REAR BUMPER	ADD	1,150.00	\$0.00 \$1,150.00 \$0.00 \$0.00
1	SUPPLY AND INSTALL "A-G BODY " 8 DRAWER UNIT INCLUDING: CABINET IS 18" DEEP; DRAWERS ARE 16" DEEP; (5)3", (2)5", AND (1)7" DRAWER X 28" WIDE UNIQUE ONE-HAND 2-POINT LATCHING SYSTEM HEAVY DUTY DRAWER SLIDES W/250 LB CAPACITY A60 GALVANNEALED STEEL CONSTRUCTION FOR RUST & CORROSION RESISTANCE 3-DROP-IN DIVIDERS PER DRAWER INCLUDED	ADD	3,150.00	\$0.00 \$3,150.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

ACCEPTI DATE: P.O. #	ED BY:	e-mail J BY:	TLINER NORTHWES im.Banner@freightlin Jim Banner TRUCK EQUIP. SAL	ernw.com	
Remarks: VISITv	www.autocrane.com	Sales Taxable?	SUBTOTAL: F.E.T ESCALATOR 3% SALES TAX TOTAL		\$134,137.0 \$0.0 \$4,024.11 \$11,605.5 \$149,766.6
	PLUS INSTALLATION, TESTING AND FII TERMS: NET DUE ON INVOICE. CREDIT	NISH PAINT TIME.	·		\$0.0 \$0.0 \$0.0 \$0.0
	FORD DROP SHIP CODE FOR UTILITY T  ALLOW APPROXIMATELY 21 24 WEEK				\$0.0 \$0.0 \$0.0
					\$0.00
	MADE IN USA INSTALLED F.O.B. BOISE				\$0.0 \$0.0
	DRIVER SIDE HORIZONTAL COMPARTM	IENT			\$0.0
	ADJUSTABLE TOP SHELF				\$0.0
	3-DROP-IN DIVIDERS PER DRAWER INC POWDER COAT WHITE FINISH	CLUDED			\$0.0 \$0.0
	& CORROSION RESISTANCE				
	A60 GALVANNEALED STEEL CONSTRUC				\$0.0 \$0.0
	UNIQUE ONE-HAND 2-POINT LATCHING HEAVY DUTY DRAWER SLIDES W/250 L				\$0.0 \$0.0
	(5)3" X 37" WIDE	CVCTEM			\$0.0
·	CABINET IS 18" DEEP; DRAWERS ARE 1		onto. ADD	1,000.00	\$0.0 \$0.0
0	SUPPLY AND INSTALL "A-G BODY " 5	5 DRAWER UNIT INCLUI	DING: ADD	1,650.00	\$0.0 \$0.0
	INSTALLED F.O.B. BOISE				\$0.0
	MADE IN USA				\$0.0
	POWDER COAT WHITE FINISH DRIVER HORIZONTAL COMPARTMENT				\$0.0 \$0.0
	& CORROSION RESISTANCE				\$0.0
	A60 GALVANNEALED STEEL CONSTRUC	CTION FOR RUST			\$0.0 \$0.0
	2 DRAWERS WIDE X 8 DRAWERS HIGH 3" SLANTED BASE RISER				\$0.0 \$0.0
	CABINET IS 18" DEEP; DRAWERS ARE 1				\$0.0
0	SUPPLY AND INSTALL "A-G BODY " 16	6 DRAWER BOLT BIN IN	CLUDING: <b>ADD</b>	1,450.00	\$0.0 \$0.0
	INSTALLED F.O.B. BOISE		350LBS		\$0.0 \$0.0
	MADE IN USA				\$0.0
	DRIVERS SIDE FRONT COMPARTMENT				\$0.0 \$0.0
	ADJUSTABLE TOP SHELF				\$0.0 \$0.0

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	1/14/2021
01/25/2021		Clerk's File #	OPR 2021-0029
		Renews #	
<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	5300 CDW-G VALUE BLANKET 2021		

#### Agenda Wording

Approval to purchase technology equipment (hardware and software) from CDW Government (Vernon Hills, IL), without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

## **Summary (Background)**

The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the King County Directors' Association (KCDA) Agreement #AEPA 018-A for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing: HP products through National IPA CO-OP Contract #2018011-01; Panasonic NVP computer equipment through WA State Contract #05815-011

Lease?	NO Gi	ant related?	NO	Public Works? NO			
Fiscal Impact				Budget Account			
Expense	<b>\$</b> 100,000.00	plus tax and sh	nipping	# Various Acco	unts		
Select	\$			#			
Select	\$			#			
Select	\$			#			
Appro	Approvals			<b>Council Not</b>	ification	<u>s</u>	
Dept Head		SLOON, MICHAEL		Study Session	n\Other	PIES 12/14/2020	
<u>Division Director</u>		FINCH, ERIC		Council Spon	sor		
Finance	<u>e</u>	BUSTOS, KIN	1	Distribution List			
Legal		ODLE, MARI		Accounting - ywang@spokanecity.org		anecity.org	
For the	Mayor	ORMSBY, MI	CHAEL	Contract Accounting - aduffey@spokanecity.org			
Addition	onal Approvals	<u> </u>		Legal - modle@spokanecity.org			
		WAHL, CONN	NIE	Purchasing - cwahl@spokanecity.org		necity.org	
				IT - itadmin@sp	okanecity.c	org	
				Tax & Licenses			
				Maurice Dixon -	maudixo@	ocdwg.com	



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

## **Agenda Wording**

January 1, 2021, through December 31, 2021. Requesting \$100,000.00, plus tax and shipping. Current 2020 - \$100,000.00, plus tax and shipping.

## **Summary (Background)**

(MNWNC-124); various hardware/software through GSA Federal Contract #47QTCA18D004K, Schedule 70.

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

# **Briefing Paper**

# **Public Infrastructure Environment and Sustainability Committee**

Division & Department:	Innovation and Technology Services Division			
Subject:	CDW Government (CDW-G) Value Blanket			
Date:	December 14, 2020			
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468			
City Council Sponsor:				
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon			
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability Committee			
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket  Utilizing various budget accounts per Department/Division orders.			
Strategic Initiative:	Sustainable Resources			
Deadline:	December 31, 2020			
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase technology equipment (hardware and software) from CDW Government (Vernon Hills, IL), without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.			
Background/History:				
departments. The City of Spok County Directors' Association ( the following contracts will be IPA CO-OP Contract #2018011-	utilizes CDW-G for hardware and software purchases for various ane Innovation and Technology Services Division has utilized the King KCDA) Agreement #AEPA 018-A for its selection of CDW-G. In addition, used to procure the reasonable pricing: HP products through National 01; Panasonic NVP computer equipment through WA State Contract rious hardware/software through GSA Federal Contract 0.			
Government (Vernon H (\$50,000.00) to City Co January 1, 2021, through	rechnology equipment (hardware and software) from CDW Hills, IL) without bringing each purchase over the City Purchase Limit buncil for approval.  gh December 31, 2021. Requesting \$100,000.00, plus tax and shipping. 20.00, plus tax and shipping.			
Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu Operations Impact: Consistent with current operat	re? Yes No e generating, match requirements, etc.)			
Requires change in current operations of the specify changes required: Known challenges/barriers:	· · · · · = = =			

# **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 1/12/2021 Type of expenditure: Goods ⊙ Services ○
Department: Innovation Technology Services Div. ITSD
Approving Supervisor: Michael A Sloon - ITSD Director
Amount of Proposed Expenditure: 2021: \$100,000 (w tax)
Funding Source: Multiple funding sources from 5300 and 5310
Please verify correct funding sources. Please indicate breakdown if more than one funding source.
Why is this expenditure necessary now?
Annually, we request approval for a Value Blanket for CDW Government to cover purchasing of software licenses and miscellaneous computer equipment (printers, network switches, monitors, keyboards, etc.) utilizing the King County Directors' Association (KCDA) Agreement #AEPA 018-A for its selection of CDW-G.
What are the impacts if expenses are deferred?
If the renewal of software licenses are not approved, the software will (by law) not be allowed for use by the city. In addition, updates and software patches will not be available for us to install.
What alternative resources have been considered?
We evaluate/compare multiple WA State contracts/resellers and purchasing agreements to identify the best-fit for the products we have selected to meet the business needs of the city.
Description of the goods or service and any additional information?
Software products including maintenance and support subscriptions/upgrades and miscellaneous computer hardware and peripherals.
Person Submitting Form/Contact: Michael A Sloon
FINANCE SIGNATURE: CITY ADMINISTRATOR SIGNATURE:

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	1/14/2021
01/25/2021		Clerk's File #	OPR 2021-0030
		Renews #	
<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	5300 DELL VALUE BLANKET 2021		

### Agenda Wording

Approval to purchase PC, laptop, and mobile data hardware equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

### **Summary (Background)**

The City of Spokane currently utilizes Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) for PC, laptop, and mobile data hardware equipment purchases for various departments. The purpose of the new equipment is for efficiencies, improved service, high-speed connectivity, future capacity, and aligns with the City of Spokane's standard for PC, laptop, and mobile data equipment. The City of Spokane Innovation and Technology Services Division has utilized Washington State Contract #05815-003

Lease?	NO Gra	ant related?	NO	Public Works?	NO	
Fiscal Impact		Budget Account				
Revenue	<b>\$</b> 750,000 plus	s tax and ship	ping	# Various Acco	unts	
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approv	als			<b>Council Not</b>	ification	<u>s</u>
Dept He	<u>ad</u>	SLOON, MIC	HAEL	Study Sessio	n\Other	PIES 12/24/2020
Division	Director	FINCH, ERIC		Council Spon	sor	
<u>Finance</u>		BUSTOS, KIN	Л	Distribution	List	
<u>Legal</u>		ODLE, MARI		Accounting - yw	ang@spok	anecity.org
For the	<u>Mayor</u>	ORMSBY, M	ICHAEL	Contract Accou	nting - aduf	fey@spokanecity.org
Additional Approvals		Legal - modle@spokanecity.org				
Purchas	sing	WAHL, CON	NIE	Purchasing - cw	ahl@spoka	necity.org
				IT - itadmin@sp	okanecity.c	org
				Tax & Licenses		
				Charles.Anglin@	Dell.com	



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

## **Agenda Wording**

January 1, 2021, through December 31, 2021. Requesting \$400,000.00, plus tax and shipping. Current 2020-\$750,000.00, plus tax and shipping.

## **Summary (Background)**

MNWNC-108 for its selection of Dell Marketing L.P. (Dell Financial, L.L.C.).

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

# **Briefing Paper**

# **Public Infrastructure Environment and Sustainability Committee**

Division & Department:	Innovation and Technology Services Division			
Subject:	Dell Marketing L.P. (Dell Financial, L.L.C.) Value Blanket			
Date:	December 14, 2020			
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468			
City Council Sponsor:				
Executive Sponsor:	Eric Finch and Michael Sloon			
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability Committee			
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket  Utilizing various budget accounts for individual Division/Department orders, but primarily from ITSD 5310 Capital Replacement funds.			
Strategic Initiative:	Innovative Infrastructure			
Deadline:	December 31, 2020			
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase PC, laptop, and mobile data hardware equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.			
Background/History:				
laptop, and mobile data hardw new equipment is for efficience aligns with the City of Spokane Spokane Innovation and Techn 003/MNWNC-108 for its select Executive Summary:  • Approval to purchase F L.P. (Dell Financial, L.L. (\$50,000.00) to City Co	atilizes Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) for PC, are equipment purchases for various departments. The purpose of the ies, improved service, high-speed connectivity, future capacity, and is standard for PC, laptop, and mobile data equipment. The City of ology Services Division has utilized Washington State Contract #05815-ion of Dell Marketing L.P. (Dell Financial, L.L.C.).  PC, laptop, and mobile data hardware equipment from Dell Marketing C.) without bringing each purchase over the City Purchase Limit buncil for approval.  gh December 31, 2021. Requesting \$400,000.00, plus tax and shipping. 20.00, plus tax and shipping.			
Operations Impact: Consistent with current operat Requires change in current ope Specify changes required:	re? Yes No e generating, match requirements, etc.) ions/policy? Yes No			
Known challenges/barriers:				

# **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 1/12/2021 Type of expenditure: Goods ⊙ Services ○
Department: Innovation Technology Services Div. ITSD
Approving Supervisor: Michael A Sloon - ITSD Director
Amount of Proposed Expenditure: 2021: \$400,000 (w tax)
Funding Source: Multiple funding sources from 5300 and 5310
Please verify correct funding sources. Please indicate breakdown if more than one funding source.
Why is this expenditure necessary now?
Annually, for the past 10+ years, we request approval for a Blanket Contract for Dell Inc. to cover computer equipment purchases (PCs, laptops, printers, etc.) with a not-to-exceed amount based on our projected purchase for equipment replacement and upgrades.
What are the impacts if expenses are deferred?
We have a replacement schedule (based industry standards) for all computer equipment with the objective of maintaining adequate and updated computer hardware.
What alternative resources have been considered?
Currently Dell computers are our defined standard for laptops and PCs, and although this Blanket Contract does not require all computers to be purchased from Dell, it does reduce the amount of Clty Council briefings to seek review and approval for scheduled purchases.
Description of the goods or service and any additional information?
Computer hardware (primarily PCs and laptops).
Person Submitting Form/Contact: Michael A Sloon
FINANCE SIGNATURE: CITY ADMINISTRATOR SIGNATURE:

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	1/14/2021
01/25/2021		Clerk's File #	OPR 2021-0031
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
<b>Contact Name/Phone</b>	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	5300 SHI VALUE BLANKET 2021		

#### Agenda Wording

Approval to purchase software products including maintenance and support subscriptions/upgrades from Software House International, Inc., (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

## **Summary (Background)**

Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Washington State Contract No. 06016 and NASPO Master Agreement No. ADSP016-130651. ITSD will also be utilizing Sourcewell Contract #081419.

NO Gra	ant related?	NO	Public Works?	NO	
mpact_			<b>Budget Acc</b>	<u>ount</u>	
<b>\$</b> 1,500,000 pl	us tax and shi	pping	# Various Acco	unts	
\$			#		
\$			#		
\$			#		
als_			<b>Council Not</b>	ification	<u>s</u>
<u>ad</u>	SLOON, MIC	HAEL	Study Session	n\Other	PIES 12/14/2020
<b>Director</b>	FINCH, ERIC		Council Spon	sor	
	BUSTOS, KIN	1	Distribution	List	
	ODLE, MARI		Accounting - yw	ang@spoka	anecity.org
<u> Mayor</u>	ORMSBY, M	ICHAEL	Contract Accoun	nting - aduf	fey@spokanecity.org
Additional Approvals		Legal - modle@spokanecity.org			
<u>ing</u>	WAHL, CON	NIE	Purchasing - cw	ahl@spoka	necity.org
			IT - itadmin@sp	okanecity.c	org
			Tax & Licenses		
			Ben Callahan - b	en_callaha	n@shi.com
	mpact \$ 1,500,000 pl \$ \$ \$ als ad Director  Mayor nal Approvals	\$ 1,500,000 plus tax and shi \$ \$ \$ \$ \$ als ad SLOON, MIC Director FINCH, ERIC BUSTOS, KIN ODLE, MARI Mayor ORMSBY, M nal Approvals	\$ 1,500,000 plus tax and shipping \$ \$ \$ \$ \$ \$ \$ als ad SLOON, MICHAEL Director FINCH, ERIC BUSTOS, KIM ODLE, MARI ODLE, MARI Mayor ORMSBY, MICHAEL nal Approvals	\$ 1,500,000 plus tax and shipping # Various Acco \$ # \$ # \$ # \$ #  als Council Not ad SLOON, MICHAEL Study Session Director FINCH, ERIC Council Spon BUSTOS, KIM Distribution ODLE, MARI Accounting - yw Mayor ORMSBY, MICHAEL Contract Accounting - yw Mayor ORMSBY, MICHAEL Contract Accounting - yw Mayor WAHL, CONNIE Purchasing - cw	# Various Accounts  \$ 1,500,000 plus tax and shipping # Various Accounts  \$ #  \$ #  \$ #  \$ #  Council Notification  ad SLOON, MICHAEL Study Session\Other  Director FINCH, ERIC Council Sponsor  BUSTOS, KIM Distribution List  ODLE, MARI Accounting - ywang@spoke  ORMSBY, MICHAEL Contract Accounting - aduft  nal Approvals  ing WAHL, CONNIE Purchasing - cwahl@spokanecity.com  IT - itadmin@spokanecity.com  IT - itadmin@spokanecity.com  # Various Accounts  # Council Notification  Study Session\Other  Council Sponsor  Council Sponsor  Distribution List  Contract Accounting - aduft  Purchasing - cwahl@spokanecity.com  IT - itadmin@spokanecity.com  IT - itadmin@spokan



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

### **Agenda Wording**

January 1, 2021 through December 31, 2021. Requesting \$1,500,000, plus tax and shipping. This is an increase from 2020 (\$1,200,000) and is based on price increases and additional licensing.

### **Summary (Background)**

For 2021, ITSD intends to continue purchasing VMware, Azure, Bluebeam, Autoturn, DocuSign, Microcall, Symantec, Nuance, Mindjet, Tenable, Netmotion, KnowBe4, Microsoft Premier, Smarsh, and other necessary software for which SHI provides best pricing and service.

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

# **Briefing Paper**

# **Public Infrastructure Environment and Sustainability Committee**

Division & Department:	Innovation and Technology Services Division	
Subject:	Software House International, Inc. (SHI) Value Blanket	
Date:	December 14, 2020	
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468	
City Council Sponsor:		
Executive Sponsor:	Eric Finch and Michael Sloon	
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket Utilizing various budget accounts from Divisions and Departments that place orders. The majority of the purchases will be from ITSD budgeted funds in 5300.	
Strategic Initiative:	Sustainable Resources	
Deadline:	December 31, 2020	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase software products including maintenance and support subscriptions/upgrades from Software House International, Inc., (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.	
Background/History:	. (1 2/2 2/2	
negotiated pricing and establis to utilize. The City of Spokane whenever possible. We will ut Master Contract No. 06016 wit For 2021, ITSD intends to conti Microcall, Symantec, Nuance, N	y provides NASPO Valuepoint Master agreements for previously hed contracts with pricing advantages for other government agencies Innovation and Technology Services Division utilizes this opportunity ilize Master Agreement No. ADSP016-130651, Washington State th Software House International Corp. for various software purchases.  Inue purchasing VMware, Azure, Bluebeam, Autoturn, DocuSign, Windjet, Tenable, Netmotion, KnowBe4, Microsoft Premier, Smarsh, for which SHI provides best pricing and service.	
subscriptions/upgrade purchase over the City • January 1, 2021, through	software products including maintenance and support is from Software House International, Inc., (SHI) without bringing each Purchase Limit (\$50,000.00) to City Council for approval. In the 2020 (\$1,200,000) and is based on price increases and additional	
Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source:	re? Yes 🛱 No	
Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:	ions/policy? Yes No	

# **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 1/12/2021 Type of expenditure: Goods • Services •
Department: Innovation Technology Services Div. ITSD
Approving Supervisor: Michael A Sloon - ITSD Director
Amount of Proposed Expenditure: 2021: \$1,500,000 (w tax)
Funding Source: Multiple funding sources from 5300 and 5310
Please verify correct funding sources. Please indicate breakdown if more than one funding source.
Why is this expenditure necessary now?
Annually, we request approval for a Value Blanket for Software House International (SHI), Inc. to cover purchasing of licenses and renewals for VMware, Azure, Bluebeam, Autoturn, DocuSign, Microcall, Symantec, Nuance, Mindjet, Tenable, Netmotion, KnowBe4, Microsoft Enterprise, Microsoft Select Plus, Smarsh, and other business software for which SHI provides best pricing and service - through the WA State Master Contract.
What are the impacts if expenses are deferred?
If the renewal of software licenses are not approved, the software will (by law) not be allowed for use by the city. In addition, updates and software patches will not be available for us to install.
What alternative resources have been considered?
We evaluate/compare multiple WA State contracts/resellers and purchasing contracts to identify the best-fit for the products we have selected to meet the business needs of the city.
Description of the goods or service and any additional information?
Software products including maintenance and support subscriptions/upgrades.
Person Submitting Form/Contact: Michael A Sloon
FINANCE SIGNATURE: CITY ADMINISTRATOR SIGNATURE:

#### Washington State Department of Revenue

#### **< Business Lookup**

**License Information:** 

New search Back to results

**Entity name:** SOFTWARE HOUSE INTERNATIONAL, INC.

**Business name:** SOFTWARE HOUSE INTERNATIONAL, INC.

Entity type: Corporation

**UBI #:** 601-639-984

Business ID: 001

Location ID: 0003

**Location:** Active

**Location address:** 290 DAVIDSON AVE

SOMERSET NJ 08873-4145

Mailing address: 290 DAVIDSON AVE

SOMERSET NJ 08873-4145

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

#### **Endorsements**

Endorsements held at this l	License #	Count	Details	Status	Expiration da First issuance
Spokane General Business - Non-Resident	T12070226BUS			Active	Nov-30-2021 Oct-15-2012

~

Governing people	Title		
THAI, LEE			
	View Additional Locations		
	The Business Lookup information is updated nightly. Search date and time: 12/2/2020 11:34:56 AM		

#### **Contact us**

How are we doing? **Take our survey!** 

Don't see what you expected?

Check if your browser is supported

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	1/14/2021
01/25/2021		Clerk's File #	OPR 2017-0005
		Renews #	
<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY	Cross Ref #	
	SERVICES		
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RFP #4196-16
Agenda Item Type	Contract Item	Requisition #	CR22285
Agenda Item Name	5300 PMWEB ANNUAL SUPPORT & MAINTENANCE		

## **Agenda Wording**

Contract with PMWeb, Inc for continued Annual Support and Maintenance of the Capital Project Management Software. February 1, 2021 through January 31, 2022. Contract amount is \$83,600.00 including tax.

#### **Summary (Background)**

The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$86,493.83 including tax for 2020. This year's total including tax is \$83,600.00 for 2021.

rant related? NO	Public Works? NO			
	<b>Budget Account</b>			
	# 5300-73300-18850-5482	20		
	#			
	#			
	#			
	<b>Council Notification</b>	<u>s</u>		
SLOON, MICHAEL	Study Session\Other	Finance Committee		
		1/25/2021		
FINCH, ERIC	Council Sponsor			
BUSTOS, KIM	<b>Distribution List</b>			
ODLE, MARI	Accounting - ywang@spokanecity.org			
ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org			
Additional Approvals		Legal - modle@spokanecity.org		
WAHL, CONNIE	Purchasing - cwahl@spokanecity.org			
	IT - itadmin@spokanecity.org			
	Tax & Licenses			
	Michael Vernon - michael.vernon@pmweb.com			
	SLOON, MICHAEL  FINCH, ERIC  BUSTOS, KIM  ODLE, MARI  ORMSBY, MICHAEL  S	# 5300-73300-18850-5482  # # # # # # # # # # # # # # # # # # #		

# **Briefing Paper**

# Finance, Administration and Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division			
Subject:	PMWeb, Inc. Annual Software Maintenance and Support			
Date:	January 25, 2021			
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468			
City Council Sponsor:				
Executive Sponsor:	Eric Finch and Michael Sloon			
Committee(s) Impacted:	Finance, Administration and Sustainable Resources Committee			
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment: (link agenda item	PMWeb Annual Software Maintenance and Support			
to guiding document – i.e.,				
Master Plan, Budget , Comp Plan, Policy, Charter, Strategic	Utilizing Budget Account #5300-73300-18850-54820			
Plan)				
Strategic Initiative:	Sustainable Resources			
Deadline:	January 31, 2021			
Outcome: (deliverables,	Ongoing annual maintenance and support			
delivery duties, milestones to				
meet) Background/History:				
Background/History.				
The City selected PMWeb, Inc	through RFP #4196-16 (OPR 2018-0598 to provide Capital Project			
Management and engineering	software. PMWeb is a SaaS (Software as a Service) solution, which is			
-	Web. Last year's total was \$86,493.83 including tax. This year's total			
including tax is \$83,600.00.				
Executive Summary:				
Contract with PMWeb.	Inc. for Annual Software Maintenance and Support of the City's Capital			
Project Management s				
_	o including tax for the renewal of this contract.			
Term is February 1, 20.				
Pudgat Impact:				
Budget Impact: Approved in current year budget? Yes No				
Annual/Reoccurring expenditure? Yes No				
If new, specify funding source:				
Other budget impacts: (revenue generating, match requirements, etc.)				
Operations Impact:				
Consistent with current operations/policy?				
Requires change in current operations/policy?  Yes  No				
Specify changes required:				
Known challenges/barriers:				

# **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

<b>Today's Date:</b> 10/16/2020	Type of expendit	ure: Goods	0	Services
Department: ITSD				
Approving Supervisor: MI	KE SLOON			
Amount of Proposed Expe	enditure: \$83,600.0	) INCLUDING	TAX	
Funding Source: 5300-7330	00-18850-54820			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.				
Why is this expenditure nec This expenditure is required annu Engineering departments.	•	PMWeb, inc in su	ıpport o	f the ICM and
What are the impacts if expenses are deferred?  The City will not have vendor support or hosting of the City's Capital Project Management software.				
What alternative resources have been considered? There are no other alternatives.				
Description of the goods or service and any additional information?  PMWeb supports and hosts the City's Capital Project Management software which is utilized by Integrated Capital and Engineering departments.				
Person Submitting Form/Contact: CARLOS PLASCENCIA				
FINANCE SIGNATURE:		CITY ADMINI	STRAT	TOR SIGNATURE:
Tonya Wallace				

# Expenditure Control Form Template - PMWeb Annual Maintenance 2021

Final Audit Report 2021-01-11

Created: 2021-01-11

By: Carlos Plascencia (cplascencia@spokanecity.org)

Status: Signed

Transaction ID: CBJCHBCAABAA1Yd4jRTkGlg8vi9eLtXul09nlg-kfTDP

# "Expenditure Control Form Template - PMWeb Annual Maintena nce 2021" History

- Document created by Carlos Plascencia (cplascencia@spokanecity.org) 2021-01-11 7:28:39 PM GMT- IP address: 67,185,212,70
- Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature 2021-01-11 7:29:03 PM GMT
- Email viewed by Tonya Wallace (twallace@spokanecity.org) 2021-01-11 8:26:03 PM GMT- IP address: 198.1.39.252
- Document e-signed by Tonya Wallace (twallace@spokanecity.org)

  Signature Date: 2021-01-11 8:27:58 PM GMT Time Source: server- IP address: 198.1.39.252
- Agreement completed. 2021-01-11 - 8:27:58 PM GMT



#### City of Spokane

#### **CONTRACT RENEWAL**

Title: CAPITOL PROJECT MANAGEMENT SOFTWARE AND IMPLEMENTATION

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 1 Pope Street, Wakefield, Massachusetts, 01880 ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Capitol Management Software and Implementation Services for the Public Works Division, and

WHEREAS, the parties wish to continue these services, thus the original Contract needs to be formally renewed by this written document; and

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

#### 1. CONTRACT DOCUMENTS.

The Contract, dated January 23, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE TERM.

This Contract Renewal shall become effective on February 1, 2021 and shall end on January 31, 2022.

#### 3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY THREE THOUSAND SIX HUN-DRED AND 00/100 DOLLARS** (\$83,600.00), including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

#### 4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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 Renewal by having legally-binding representatives affix their signatures below.

PMWEB	CITY OF SPOKANE				
By	 By Signature Date				
Oignature Bate	Oignatare Date				
Type or Print Name	Type or Print Name				
Title	Title				
Attest:	Approved as to form:				
City Clerk	Assistant City Attorney				
Attachments that are part of this Ag	reement.				

#### Attachments that are part of this Agreement:

PMWeb 2021 Renewal Estimate Attachment A - Certificate of Debarment

21-006

#### OPR 2017-0031

PMWeb 2021 Renewal Estimate was not available at the time of packet creation.

#### ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and.
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. I understand that a false statement of this certification may be grounds for termination of the contract.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

eServices Page 1 of 1

#### **Washington State Department of Revenue**

Services Business Lookup PMWEB

License Information:

New search Back to results

Entity name: PMWEB, INC.

Business name: PMWEB

Entity type: Corporation

**UBI #:** 604-090-803

 Business ID:
 001

 Location ID:
 0001

Location address: 1 POPE ST

WAKEFIELD MA 01880-2179

Mailing address: 1 POPE ST

WAKEFIELD MA 01880-2179

Excise tax and reseller permit status: Click here

Active

Secretary of State status: Click here

**Endorsements** 

Location:

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non- Resident				Active	Feb-28-2021	Mar-20-2017

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

Governing people	Title
JAUDE, MARC	President

The Business Lookup information is updated nightly. Search date and time: 5/15/2020 10:09:01 AM

Working together to fund Washington's future



#### CERTIFICATE OF LIABILITY INSURANCE

**DATE(MM/DD/YYYY)** 12/08/2020

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

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

	this certificate does not confer r	ights	to the	certificate holder in lieu	of such	endorsemer	nt(s).			
	DDUCER				CONTA NAME:	CT Pay	chex Insuran	ce Agency Inc		
	PAYCHEX INSURANCE AGEN 150 SAWGRASS DRIVE	ICY, I	NC.	•	PHONE	:	7-266-6850	FAX (A/C No):		585-389-7426
	ROCHESTER, NY 14620				E-MAIL	Cel	rts@paychex.	com	(A/C, NO)	. 000 000 1 1.20
					ADDRE	:55:		IG COVERAGE		NAIC #
					INSUR		• •	nsurance Company		31470
	URED PMWEB INC						NOIGOAND II	isurance Company		31470
	1 POPE ST				INSUR					
	WAKEFIELD, MA 01880				INSUR	ER C:				
					INSUR	ER D:				
					INSUR	ER E:				
					INSUR	ER F:				
CO	VERAGES		CER	TIFICATE NUMBER:			RE\	/ISION NUMBER:		
	THIS IS TO CERTIFY THAT THE POLII INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M. EXCLUSIONS AND CONDITIONS OF	Y REQ AY PEI	UIREM RTAIN,	IENT, TERM OR CONDITION ( THE INSURANCE AFFORDEI	OF ANY C D BY THE	CONTRACT OR POLICIES DE	OTHER DOCU SCRIBED HER	IMENT WITH RESPECT	T TO WHIC	CH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
	GENERAL LIABILITY							EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence		
	CLAIMS-MADE OCCUR							MED EXP (Any one perso	, ψ	
								PERSONAL & ADV INJUR	Ψ	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PROJECT LOC							PRODUCTS - COMP/OP	AGG \$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMI		
	ANY AUTO							(Ea accident) BODILY INJURY	Φ	
	ALL OWNED SCHEDULED AUTOS							(Per person)	\$	
	HIRED AUTOS NON-OWNED AUTOS							BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
								(i. o. dooldoni)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
^	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PMWC112608		07/30/2020	07/30/2021	X WC STATU- TORY LIMITS	OTH- ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	1,000,000.00
	OFFICER/MEMBER EXCLUDED?	N1/A						E.L. DISEASE - EA EMPL	OYEE \$	1,000,000.00
	(Mandatory in NH)  If yes, describe under  DESCRIPTION OF OPERATIONS below	N/A						E.L. DISEASE - POLICY L	IMIT \$	1,000,000.00
DES	CRIPTION OF OPERATIONS / LOCATIONS / V	/EHICL	ES (Atta	ı ach ACORD 101, Additional Rema	rks Sched	ule, if more space	e is required)			
CE	RTIFICATE HOLDER				CANC	ELLATION				
	City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201-3344				THE EXF	PIRATION DATE 1		D POLICIES BE CANCELL E WILL BE DELIVERED IN SIONS.		Ē.
					AUTHOR	RIZED REPRES	ENTATIVE	Mary F	>Shin	ي



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/07/2020

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

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

this cert	incate does not confer rig	ints to the certificate holder in fied of such	n endorsement(s).				
PRODUCER	Tarnov Incurance Croun	Inc	CONTACT Mike Tarpey				
	Tarpey Insurance Group, 343 Washington Street	IIIC.	PHONE (A/C, No, Ext): 617-527-6070 FAX (A/C, No): 617-527-				
	Newton, MA 02458		E-MAIL Mike@tarpeyinsurance.com				
			INSURER(S) AFFORDING COVERAGE	NAIC #			
			INSURER A: Travelers Cas & Sure of ILL	19046			
INSURED	PMWeb, Inc.		INSURER B: Travelers Indemnity Co of IL	25674			
	1 Pope Street Wakefield, MA 01880		INSURER C: Travelers Insurance Co	36161			
	Wakelield, IVIA 01000		INSURER D :				
			INSURER E :				
			INSURER F:				
COVERA	GES	CERTIFICATE NUMBER:	REVISION NUM	/IBER:			
THIS IS	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD						

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

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	гs	
Α	V	COMMERCIAL GENERAL LIABILITY			6805407R826	07/22/2020	07/22/2021	EACH OCCURRENCE	\$	2,000,000
	•	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	$\checkmark$	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
Α	AUT	OMOBILE LIABILITY			6805407R826	07/22/2020	07/22/2021	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)		
	<b>V</b>	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	$\checkmark$	UMBRELLA LIAB OCCUR			CUP7E642032	07/22/2020	07/22/2021	EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
		DED RETENTION \$ 5,000							\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N						PER OTH- STATUTE ER		
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
С	Crin	ne			106900309	04/03/2020	04/03/2021	Computer Fraud Employee Dishonesty		1,000,000 1,000,000
DESC	RIPT	ON OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule, may be a	ttached if more s	pace is required)			

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 808 W Spokane Falls Blvd	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Spokane, WA 992013344	AUTHORIZED REPRESENTATIVE

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SPOKANE Agenda Shee	t for City Council Me	etina of:	Date Rec	ď	1/14/2021
01/25/2021	· · · · · · · · · · · · · · · · · · ·		Clerk's Fi		OPR 2021-0032
			Renews #		
Submitting Dept	ENGINEERING SERVICES		Cross Ref	-	
Contact Name/Phone	DAN BULLER 625-6		Project #	π	2017080
Contact E-Mail	DBULLER@SPOKANECIT		Bid #		2017000
Agenda Item Type	Contract Item		Requisition	n #	
Agenda Item Name	0370 – LOW BID AWARD	) – TO BE DETE		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Agenda Wording					
Low Bid of for	Centennial Trail - Summit Rl	vd - \$	nlus tav. An a	dminist	trative reserve of
\$ plus tax, which is 10			pius tax. Air a	iuiiiiiiii	trative reserve or
γ pius tax, willeii is it	7% of the contract price, wil	be set aside.			
<b>Summary (Backgroun</b>	<u>ıd)</u>				
On January 11, 2021 bids we	re opened for the above pro	ject. The low	bid was from		in the amount of
\$ plus tax, which is \$	5 or% (al	ove/below) th	e Engineer's E	stimate	e other bids
were received as follows:	All information will	be provided pr	ior to the 1/2	5/2021	council meeting.
Lease? NO Gra	int related? NO	Public Works	? YES		
Fiscal Impact		<b>Budget Ad</b>	ccount		
Select \$		#			
Select \$		#			
Select \$		#			
Select \$		#			
<u>Approvals</u>		Council No	otification	<u>s</u>	
<u>Dept Head</u>	TWOHIG, KYLE	Study Sess	ion\Other	PIES 0	1/04/21
<u>Division Director</u>	FEIST, MARLENE	Council Spe	<u>onsor</u>	Beggs	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution	on List		
<u>Legal</u>	ODLE, MARI	eraea@spoka	necity.org		
For the Mayor ORMSBY, MICHAEL publicworksaccounting@spokanecity.org					
<b>Additional Approvals</b>		kgoodman@s	spokanecity.o	rg	
<u>Purchasing</u>		htrautman@s	spokanecity.o	rg	
		aduffey@spo	kanecity.org		

# Briefing Paper Public Safety & Health

	•				
Division & Department:	Public Works, Engineering				
Subject:	Centennial Trail Summit Blvd				
Date:	1-4-21				
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:					
Alignment: (link agenda item	This project is in the 6 year street plan.				
to guiding document – i.e.,					
Master Plan, Budget , Comp Plan, Policy, Charter, Strategic					
Plan)					
Strategic Initiative:	Innovative Infrastructure				
Deadline:					
Outcome: (deliverables,	Approval of construction contract				
delivery duties, milestones to					
meet)					
Background/History:	ious gans through the situathers the trail consists of nothing more than				
	ious gaps through the city where the trail consists of nothing more than As funding is acquired, these gaps are filled with a dedicated paved trail,				
	t street where possible. The proposed project fills one such gap. See				
attached exhibit for precise					
	o is the subject of this briefing paper was first formally identified in the				
	added to the 6 year street plan in 2018.				
Due to opposition to this pro	oject on the part of number of area residents, this project has gone				
	ional non-standard processes:				
	ich was conducted and ultimately approved by both WSDOT and FHWA,				
-	y's Design Review Board (even though such review was not required by				
	ndations of DRB were incorporated into the project, and				
	y a number of area residents to the City's hearing examiner, an appeal aring examiner on all counts.				
-	n detail at PIES by Kyle Twohig on 1-27-20 and again on 6-22-20.				
Executive Summary:	ractal at 1123 by Nyle 1 worlig on 1 27 20 and again on 0 22 20.				
	<ul> <li>The City has now completed all required and extra steps and addressed all required processes and</li> </ul>				
appeals and this project is therefore now advertising for bids.					
Construction is planned for 2021.					
The project is mostly federal grant funded.					
Budget Impact:					
Approved in current year budg	et? ⊠Yes □No □N/A				
Annual/Reoccurring expenditu					
If new, specify funding source:					
	e generating, match requirements, etc.)				
Operations Impact:	ions/policy2 Myos DNo DN/A				
Consistent with current operat	ions/policy? ⊠Yes □No □N/A erations/policy? □Yes ⊠No □N/A				

Specify changes required:

## **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 12/14/20	Type of expenditu	re: Goods	0	Services		
<b>Department:</b> Engineering						
Approving Supervisor: Kyle Twohig						
Amount of Proposed Expe	enditure: \$2,600,000					
Funding Source: Mostly fee	deral grant					
Please verify correct fundione funding source.	ing sources. Please i	ndicate break	(dowr	n if more than		
Why is this expenditure nec Without this expenditure, the City	•	ars.				
What are the impacts if expenses are deferred? Without this expenditure, the City will lose federal grant dollars.						
What alternative resources have been considered? There are none. This project is mostly grant funded.						
Description of the goods or service and any additional information?  Infill of a Centennial Trail gap.						
Person Submitting Form/Contact: Dan Buller						
FINANCE SIGNATURE:	<u> </u>	CITY ADMINIS Scott Simmons cott Simmons (Dec 16, 2020 08:	STRAT	OR SIGNATURE:		

# 2017080 ECF - Cent Trail Summit Blvd print as bluebeam

Final Audit Report 2020-12-16

Created: 2020-12-16

By: Barbara Patrick (bpatrick@spokanecity.org)

Status: Signed

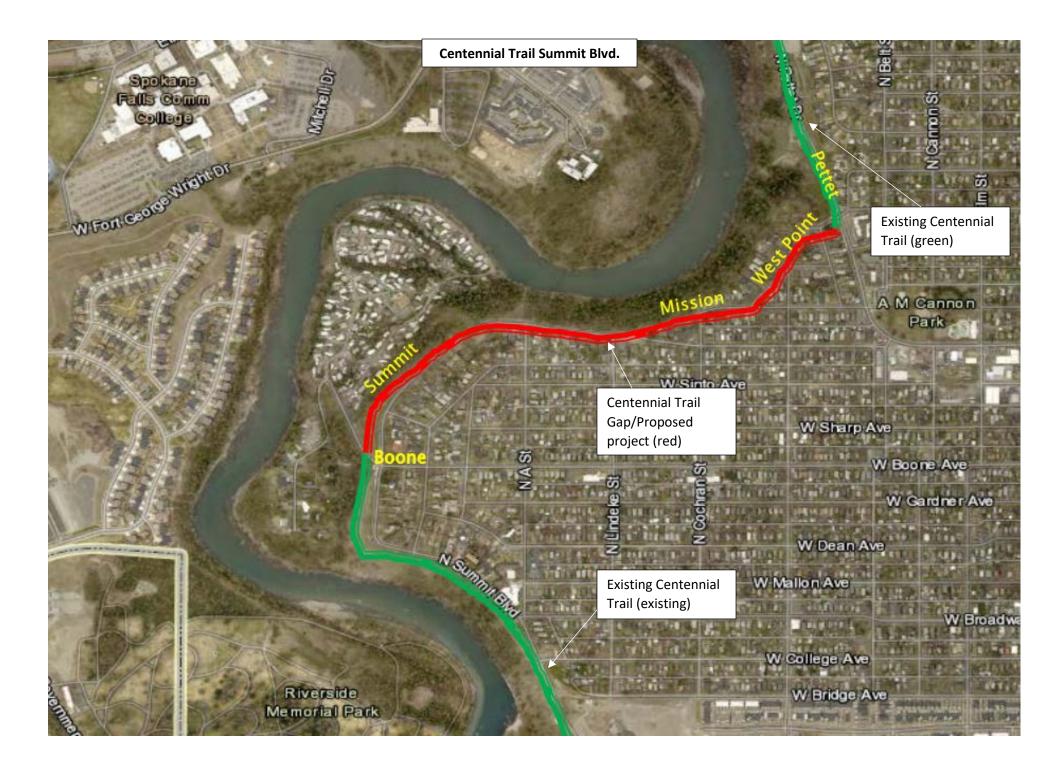
Transaction ID: CBJCHBCAABAAIFDQ3T4EpljyiyBCNXjZNH8xMnvu76C9

# "2017080 ECF - Cent Trail Summit Blvd print as bluebeam" Hist ory

- Document created by Barbara Patrick (bpatrick@spokanecity.org) 2020-12-16 0:59:18 AM GMT- IP address: 73.140.9.166
- Document emailed to Scott Simmons (smsimmons@spokanecity.org) for signature 2020-12-16 1:00:37 AM GMT
- Email viewed by Scott Simmons (smsimmons@spokanecity.org) 2020-12-16 4:14:01 PM GMT- IP address: 198.1.39,252
- Document e-signed by Scott Simmons (smsimmons@spokanecity.org)

  Signature Date: 2020-12-16 4:15:43 PM GMT Time Source: server- IP address: 198.1.39.252
- Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature 2020-12-16 4:15:46 PM GMT
- Email viewed by Tonya Wallace (twallace@spokanecity.org) 2020-12-16 7:01:03 PM GMT- IP address: 198.1.39.252
- Document e-signed by Tonya Wallace (twallace@spokanecity.org)

  Signature Date: 2020-12-16 7:01:28 PM GMT Time Source: server- IP address: 198.1.39.252
- Agreement completed. 2020-12-16 - 7:01:28 PM GMT



SPOKANE Agenda Sheet	Date Rec'd	1/13/2021				
01/25/2021	Clerk's File #	OPR 2021-0033				
		Renews #				
Submitting Dept	POLICE	Cross Ref #				
Contact Name/Phone	MIKE MCNAB 835-4514	Project #				
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG	Bid #				
Agenda Item Type	Contract Item	Requisition #				
Agenda Item Name	1620 - REGISTERED SEX OFFENDER GRANT 2020-2021					

#### **Agenda Wording**

Contract with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.

#### **Summary (Background)**

The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency. Funding will cover salary & benefit costs up to \$57,000 with an additional \$3,000 set aside for training. Grant period 07/01/20-06/30/21

Lease? NO (	Grant related? YES	Public Works? NO		
	orani relateur 163			
Fiscal Impact		<b>Budget Account</b>		
Expense <b>\$</b> 57,000		# 1620-91785-21250-VAR	IOUS	
Expense <b>\$</b> 3,000		# 1620-91785-21250-5490	02-99999	
Revenue <b>\$</b> 60,000		# 1620-91785-99999-3346	69-99999	
Select \$		#		
Approvals		<b>Council Notification</b>	S	
Dept Head	MCNAB, MICHAEL	Study Session\Other	PSCHC Meeting	
<b>Division Director</b>	MCNAB, MICHAEL	Council Sponsor	Councilmember Kinnear	
<u>Finance</u>	SCHMITT, KEVIN	Distribution List		
<u>Legal</u>	ODLE, MARI	SPDFINANCE		
For the Mayor	ORMSBY, MICHAEL	MMCNAB		
Additional Approvals		KFRIESEN		
<u>Purchasing</u>				
GRANTS &	STOPHER, SALLY			

# Briefing Paper Public Safety & Community Health Committee

Division & Department:	ion & Department: Spokane Police Department		
Subject:	Registered Sex Offender (RSO) Program 2019-2020		
Date:	01/04/2021		
Contact (email & phone):	Jennifer Hammond – jhammond@spokanepolice.org 509-625-4056		
City Council Sponsor:			
<b>Executive Sponsor:</b>			
Committee(s) Impacted:	Public Safety Community Health Committee		
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:			
Deadline:			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<ul> <li>Contract with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.</li> </ul>		
<ul> <li>Background/History: The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.</li> <li>Executive Summary:         <ul> <li>Operations- Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program.</li> <li>Grant provides funding for salaries and benefits in the amount of \$57,000.00 with an additional \$3,000 reserved for training and travel.</li> <li>Total grant awarded \$60,000</li> <li>Grant Period July 01, 2020 to June 30, 2021</li> </ul> </li> </ul>			
Budget Impact:  Approved in current year budget?   Yes □ No □ N/A  Annual/Reoccurring expenditure? □ Yes □ No ☑ N/A  If new, specify funding source: Federal Funding – Department of Justice  Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:  Consistent with current operations/policy?   Requires change in current operations/policy?   Yes   No   N/A  Specify changes required:  Known challenges/barriers:			

### **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

<b>Today's Date:</b> 01/05/2021	Type of expenditure:	Goods O Services O	
Department: Police			
Approving Supervisor: Ke	vin Schmitt		
Amount of Proposed Expe	nditure: \$60,000		
Funding Source: Grant Fun	ding - WASPC		
Please verify correct fundione funding source.	ng sources. Please indic	cate breakdown if more than	
Why is this expenditure nec	essary now?		
Grant acceptance required prior to	b beginning work as outlines pe	er grant contract.	
M/hat are the immede if own	onese and defended 2		
What are the impacts if expended Department will be unable to com			
What alternative resources have been considered? N/A			
Description of the goods or service and any additional information?  SPD will receive funding for a dedicated officer to work on the Registered Sex Offender Address and Residency Verification program.			
Person Submitting Form/Contact: Kevin Schmitt x4087			
EINANCE, SIGNATURE: Tonya Wallace CBC812B63124469	CITY	ADMINISTRATOR SIGNATURE:	

# AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE POLICE DEPARTMENT IN CONJUNCTION WITH THE REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY VERIFICATION PROGRAM FY20-21 GRANT

1. Grantee City of Spokane		2.Co	ntract Amount	3. Tax ID# 91-6001280		
Spokane Police Department		\$60,000				
Public Safety Building				<b>4. DUNS</b> # 115528189		
1100 W. Mallon Spokane, WA 99201				11332010)		
5. Grantee Representative						
Jennifer Hammond, Director		6. C	ounty's Representative			
City of Spokane			Grytdal			
Spokane Police Department, Police B	Business Services		ce of Financial Assistanc W. Broadway	ce		
Public Safety Building 1100 W. Mallon			tane, WA 99260			
Spokane, WA 99201			) 477-7273			
(509) 625-4056		kgry	tdal@spokanecounty.org	5		
jhammond@spokanepolice.org						
7. Grantor ID#	8. Original Grant I		9. Start Date	10. End Date		
	RSO 20-21 Spo	kane	07/01/20	06/30/21		
11. Funding Authority:				•		
Washington	Association of Sherif					
12. Federal Funds (as applicable) N/A	13. CFDA # N/A	14. F	ederal Agency:			
15. Contractor Selection Process:		16. Contractor Type: (check all that apply)				
(check all that apply or qualify)		( ) Private Organization/Individual (X) Public Organization/Jurisdiction				
( ) Sole Source		(A) Fubile Organization/Jurisdiction				
( ) A/E Services		[X	(X) SUBRECIPIENT			
Competitive Bidding  Representation Pre-approved by Funder			(X) Non-Profit ( ) For-Profit			
17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.						
18. COUNTY and the CITY, as ide	entified above, ackno	wledg	ge and accept the terms	s of this AGREEMENT and attachments		
				nd year referenced above. The rights and		
				ENT and the following other documents Scope of Work, and (3) Attachment "B"		
Budget.	erar rerms and Con	uiuoi	is, (2) Attachment A	scope of work, and (3) Attachment B		
FOR THE GRANTEE:		F	OR COUNTY:			
Signature	Date	;	Signature	Date		
Date Date		<i>`</i>   `	oigi iatai o	Date		
N		-				
Name			Name			
		.				
Title			Title			

(FACE SHEET)

#### **SECTION NO. 1:** SERVICES

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

#### **SECTION NO. 2:** COMPENSATION

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The CITY's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: January 10, 2021 (for the preceding July 1-December 30 period), April 15, 2021 (for the preceding January 1-March 31 period), and July 15, 2021 (for the preceding April 1-June 30 period). The July to December's reimbursement request must be received no later than January 10<sup>th</sup> to be allowable under this AGREEMENT. Failure to do so, may result in the County's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.

In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

Celia Peterson Senior Accountant and Budget Coordinator Spokane County Sheriff's Office 1100 West Mallon Avenue Spokane, WA 99260-0300

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this AGREEMENT shall be made by COUNTY.

#### **SECTION NO. 3:** TERM

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

#### **SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment "A" will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

#### **SECTION NO. 5:** VENUE STIPULATION

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

#### **SECTION NO. 6:** COMPLIANCE WITH LAWS

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

- A. Audits -2 CFR Part 200;
- B. Labor and Safety Standards Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy Privacy Act of 1974, 5 U.S.C. 552a.

#### **Washington State Laws and Regulations:**

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

#### **SECTION NO. 7: NON-DISCRIMINATION**

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

## SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

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

#### **SECTION NO. 9:** NEW CIVIL RIGHTS PROVISION

The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender

identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

#### SECTION NO. 10: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at <a href="https://www.lep.gov">www.lep.gov</a>.

#### SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

#### **SECTION NO. 12: PAY EQUITY**

The CITY agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job required comparable skill, effort and responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - 1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.
  - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.
  - 3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.

This AGREEMENT may be terminated if the COUNTY determines that the CITY is not in compliance with this provision.

#### **SECTION NO. 13: TERMINATION FOR CAUSE/SUSPENSION**

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

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

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

In the event of termination or suspension, the CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original AGREEMENT and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.

#### **SECTION NO. 14: TERMINATION FOR CONVENIENCE**

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

#### **SECTION NO. 15:** TERMINATION PROCEDURES

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

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

Upon termination of the AGREEMENT, COUNTY shall pay the CITY for any service provided by the CITY under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the CITY if COUNTY later determines that loss or liability will not occur. The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies

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

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

#### SECTION NO. 16: COUNTY REPRESENTATIVE

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

#### **SECTION NO. 17:** NOTICES

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

#### **SECTION NO. 18:** HEADINGS

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

#### **SECTION NO. 19: MODIFICATION**

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

#### **SECTION NO. 20:** WAIVER

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

#### **SECTION NO. 21: INDEMNIFICATION**

To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

The CITY's obligation to indemnify, defend and hold harmless includes any claim by the CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.

The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this AGREEMENT. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY.

The COUNTY and CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

#### **SECTION NO. 22:** ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all

of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

#### **SECTION NO. 23:** SEVERABILITY

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

#### **SECTION NO. 24: EXECUTION AND APPROVAL**

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

#### **SECTION NO. 25: 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. 26: DISPUTE RESOLUTION**

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

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

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

#### **SECTION NO. 27: NO THIRD PARTY BENEFICIARIES**

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

#### **SECTION NO. 28: SURVIVAL**

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

#### **SECTION NO. 29:** INSURANCE

The CITY is self-funded for its liability exposures including General Liability and Automobile Page 9 of 19

Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

#### **SECTION NO. 30:** AUDIT

#### A. General Requirements

CITY shall procure audit services based on the following guidelines.

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

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

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

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

#### B. Federal Funds Requirement – 2 CFR Part 200

The CITY, expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

Catalog of Federal Domestic Assistance (CFDA) number (if applicable)

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.

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

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

#### C. Documentation Requirements

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

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

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

# SECTION NO. 31: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.

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

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

#### LOWER TIER COVERED TRANSACTIONS

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

#### **SECTION NO. 32:** SUBCONTRACTORS

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable sections of this AGREEMENT. The CITY shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

#### **SECTION NO. 33: ASSIGNMENT**

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

#### **SECTION NO. 34: ATTORNEYS' FEES**

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

#### **SECTION NO. 35:** RECORDS MAINTENANCE

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

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

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

#### **SECTION NO. 36: LOSS OF FUNDING**

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

#### SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

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

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

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

#### **SECTION NO. 38:** COPYRIGHT PROVISIONS

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

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

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

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

#### **SECTION NO. 39:** PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

#### **SECTION NO. 40: REPORTING**

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

LT. Khris Thompson Program Manager Spokane County Sheriff's Office 1100 West Mallon Avenue

#### **SECTION NO. 41:** POLITICAL ACTIVITIES

Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

#### **SECTION NO. 42:** PUBLICITY

The CITY agrees not to publish or use any advertising or publicity materials in which COUNTY's name is mentioned, or language used from which the connection with COUNTY's name may reasonably be inferred or implied, without the prior written consent of COUNTY.

#### **SECTION NO. 43:** TAXES

All payment accrued on account of payroll taxes, unemployment contributions, the CITY's income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

#### **SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION**

The CITY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

## ATTACHMENT "A" SCOPE OF WORK

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, the CITY agrees to the following conditions:

- 1. The term of this AGREEMENT is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2020 and terminates on June 30, 2021.
- 2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
- 3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender's address at the place of residency:
  - a. For level I offenders, once every twelve (12) months;
  - b. For level II offenders, once every six (6) months; and
  - c. For level III offenders, once every three (3) months.

For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

- 4. The CITY shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
- 5. The CITY is responsible to notify the COUNTY's Representative of any change in personnel. Non-reporting of change in personnel may impact CITY's request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
- 6. The CITY shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
- 7. The CITY will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
- 8. Funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" will be used for the CITY to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this AGREEMENT. The CITY may also use funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" to send staff to other training events.

9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Khris Thompson via email at <a href="https://kithology.ncbe/KIThompson@spokanesheriff.org">KIThompson@spokanesheriff.org</a> for prior approval to use grant funds for proposed training events.

## ATTACHMENT "B" BUDGET

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000
Equipment	\$0.00
Contracted Services	\$0.00
Goods & Services	\$0.00
Administrative Costs	\$0.00
Travel/Training	\$3,000
Total Program	\$60,000

Transfer of funds between line item budget categories must be approved by COUNTY's representative.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Khris Thompson via email at KIThompson@spokanesheriff.org for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



## **Spokane County INVOICE VOUCHER**

Award Number	Award Name
	Spokane County RSO Program FY20- 21
	Award Number

#### **AGENCY NAME**

City of Spokane Spokane Police Department

#### **CLAIMANT** (Warrant is to be payable to)

(please fill in your department's mailing address)

City of Spokane

Spokane Police Department

INSTRUCTIONS TO CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

(SIGN IN INK)

				(TITLE)		(DATE)
FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Service Payments to I.R.S.		vices Contract	RECE	EIVED BY		DATE RECEIVED
DATE	DESCRIPTION			А	MOUNT BILLE	D

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	1/13/2021
01/25/2021		Clerk's File #	OPR 2021-0034
		Renews #	
Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	MIKE MCNAB 835-4514	Project #	
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0680 - REGIONAL BOMB SQUAD SHARED COST		

#### **Agenda Wording**

Agreement with the Spokane County Sheriff's Office for SPD to commit \$100,000 towards the procurement of a new bomb squad robot as part of the regional Explosive Disposal Unit.

#### **Summary (Background)**

The Explosive Disposal Unit (EDU), commonly referred to as the Bomb Squad, is a regional unit comprised of officers from the Spokane Police Department and Spokane County Sheriff's Office. Due to aging equipment and rising repair cost; a new bomb squad robot needs to be purchased. Cost of new equipment will be split between DEM, Spokane County Sheriff's Office and SPD. SPD's portion of the robot is \$100,000

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Lease?	_	Grant related? NO	Public Works? NO	
<u>Fiscal</u>	<u>Impact</u>		<b>Budget Account</b>	
Expense	<b>\$</b> 100,000		<b>#</b> 0680-11950-21250-542	61-99999
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Approv	als		<b>Council Notification</b>	I <u>S</u>
Dept He	ad_	MCNAB, MICHAEL	Study Session\Other	PSCHC Meeting
Division	<u>Director</u>	MCNAB, MICHAEL	Council Sponsor	Councilmember Kinnear
<u>Finance</u>		SCHMITT, KEVIN	Distribution List	
<u>Legal</u>		ODLE, MARI	spdfinance	
For the	<u>Mayor</u>	ORMSBY, MICHAEL	MMCNAB	
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# Briefing Paper Public Safety & Community Health Committee

Division & Department:	Spokane Police Department		
Subject:	Agreement for EDU robot purchase		
Date:	01/04/2021		
Contact (email & phone):	Mike McNab- mmcnab@spokanepolice.org 509-835-4514		
City Council Sponsor:	Councilmember Kinnear		
<b>Executive Sponsor:</b>			
Committee(s) Impacted:	Public Safety Community Health Committee		
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	<ul> <li>Agreement with the Spokane County Sheriff's Office for SPD to commit \$100,000 towards the procurement of a new bomb squad robot as part of the regional Explosive Disposal Unit.</li> </ul>		

#### Background/History:

#### **Explosive Disposal Unit Overview:**

The Explosive Disposal Unit (EDU), commonly referred to as the Bomb Squad, is a regional unit comprised of officers from the Spokane Police Department and Spokane County Sheriff's Office. The unit currently has a lieutenant, sergeant, two detectives, and four officers from SPD and an undersheriff, two sergeants, a detective, and a patrol deputy from SCSO.

The mission of EDU is to respond to explosive related incidents and safely dispose of explosives, gather evidence, and assist in investigations related to explosives within our designated response area which is comprised of 20 counties across Eastern Washington and North Idaho. EDU assists tactical units within our designated response area with explosive breaching and technology support. EDU also conducts protective sweeps for special events and dignitary visits.

EDU responds to an average of 90-100 calls per year. A typical disposal type call requires a unit supervisor and at least two technicians to respond. EDU will utilize various technology (robot, x-rays, etc) to determine the nature of the device or suspicious item and then safely dispose of the item.

#### **Robot Use:**

EDU uses various technology to assist in our mission. Our robots are utilized in several different capacities.

Render safe procedures (RSP): When EDU is on the scene of a suspicious package or device we employ the robots to go down range to determine the type of device we may be dealing with. The robot can be outfitted with an x-ray system, various tools, and/or video to examine a device and aid in our planning for the safest way to dispose of the device. After a disposal plan is implemented EDU can utilize the robot to safely disrupt or counter charge the device. Using the robot for these tasks is invaluable because it allows us to conduct our operations without having to put a technician next to

the device and thus greatly reduces the risk of serious injury and/or death to a member of our team if the device detonates.

Tactical operations: EDU can utilize our robots in multitude of ways in our assistance of tactical units during their operations. Because a robot can be operated remotely can aid in de-escalation as a means of communication between hostage negotiators and a subject lowering the need to have an officer being face to face with the subject. The robot can be used remotely to look into windows, open doors, and search areas or rooms without having to put an officer directly in danger. Robots can also be utilized to deploy breaching charges to open doors when attempts to negotiate with a subject have not been able to gain compliance. Using robots to perform the above listed tasks reduces use of force incidents and lowers the risk of injury to our officers and citizens.

Outreach: EDU has had the opportunity to use our robots in various outreach events. They have ranged from show and tell type events at area elementary schools to engaging older students participating in STEM events.

### **Need For Replacement:**

Prior to this request EDU utilized two larger "Andros" robots. The two robots were purchased in 2003 and 2009. Over the past several years EDU has experienced numerous mechanical issues (ie. Drive train issues, camera outages, and electronic malfunctions) with the robots causing them to out of service for various periods of time depending on the specific issue. The company that produced the Andros robots, Remotec, is now pushing updated robot models and has become unresponsive for repair requests and often experiences back orders for repair parts.

EDU has often been able to repair minor mechanical issues "in house" but our capacity to do this is decreasing due to a lack of available spare parts and that issues are becoming more significant. Recently one of our robots had a significant mechanical issue requiring a part that we did not possess. Remotec was backordered for six months for the part. EDU was able to get the part from Portland PD which prevented us from being down a robot for that six months.

Another reason why this new robot is needed is due to the availability of newer and better technology. This new robot has a smaller foot print and better drive train which increases the areas we are able to access, has greater range allowing for more distance between our officers and a suspicious device, greater tool usage which decreases our time during RSP, and a better camera system that can give more accurate information.

### **Executive Summary:**

- Funding was shared among the regional partners and comprised as follows:
  - \$200,000 in approved grant funds through the Dept. of Emergency Management/Homeland Security

Management/Homeland Security
<ul> <li>\$30,000 from Spokane County Sheriff's Office seizure funds</li> </ul>
<ul> <li>\$100,000 from the Spokane Police Department capital funds</li> </ul>
y 100,000 from the spokumer once began them capital runas
Budget Impact:
Approved in current year budget?   Yes  No  N/A
Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A
If new, specify funding source: Federal Funding – Department of Justice
Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact:
Consistent with current operations/policy?   ☐ Yes ☐ No ☐ N/A

Requires change in current operations/policy?	☐ Yes	⊠ No	□ N/A
Specify changes required:			
Known challenges/barriers:			

## **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route ALL requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

<b>Today's Date:</b> 01/05/2021	Type of expenditure:	Goods	$\odot$	Services (	$\bigcirc$
1044 J Date: 0 1/00/2021	i pe di expelialeale.	<b>0</b> 0000		301 11003	~

**Department:** Police

Approving Supervisor: Kevin Schmitt

**Amount of Proposed Expenditure:** \$100,000

Funding Source: Police - General Fund budget

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

### Why is this expenditure necessary now?

Current bomb squad robots are 17 and 11 years old and have experienced numerous mechanical issues. Manufacturer is beginning to stop supplying parts due to age of the equipment so machines are out-of service for periods of time.

### What are the impacts if expenses are deferred?

Ineffective and/or out-of service equipment hinders officers from safely and efficiently doing their job.

### What alternative resources have been considered?

N/A

### Description of the goods or service and any additional information?

The Regional Bomb Squad, often referred to as EDU, consists of regional partners that operate to respond and safely dispose of explosive devices. The partners have agreed that a new robot is needed and total cost is \$433k; of which the City's share is \$100,000.

Person Submitting Form/Contact: Kevin Schmitt x4087	

THURWING CONSIGNATORE.	
Tonya Wallace	

EINIANCE CICNIATUDE.

Signature:



## MEMORANDUM OF UNDERSTANDING BETWEEN

# SPOKANE COUNTY SHERIFF'S OFFICE AND THE CITY OF SPOKANE POLICE DEPARTMENT RE: REGIONAL BOMB SQUAD ROBOT

THIS AGREEMENT is between **SPOKANE COUNTY**, a political subdivision of the State of Washington, as ("County"), and the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City"); jointly referred to hereinafter as the "parties", and individually a "party".

### RECITALS

WHEREAS, the City and County entered into a Joint Use Interlocal Agreement Regarding the Sharing of Sheriff and Police Law Enforcement services

WHEREAS, the City of Spokane Police Department is a part of a Regional Bomb Squad; and

WHEREAS, City agreed to reimburse the County \$100,000 towards the purchase of a new Explosives Disposal Unit (EDU) Robot; and

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

- 1. <u>PURPOSE</u>. The purpose of this Agreement is to reimburse the County a portion of the total cost for a new EDU robot, which will be a regional asset.
- 2. <u>COST</u>. The City shall pay the County \$100,000 towards the total cost of \$433,460 for the new EDU robot.
- 3. PAYMENT. City shall submit payment to the Spokane County Sheriff's Office.
- 4. <u>LIABILITY</u>. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this memorandum of understanding.
- 5. <u>INSURANCE</u>. Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

SPOKANE COUNTY	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

SPOKANE Agenda Sheet	for City Council Meeting of:	<b>Date Rec'd</b>	1/13/2021
01/25/2021		Clerk's File #	CPR 2021-0002
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
<b>Contact Name/Phone</b>	LEONARD 625-6028	Project #	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-CLAIMS-2021		

### **Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 1/8/21. Total: \$3,799,634.61 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$3,451,659.35

### **Summary (Background)**

Pages 1-22 Check numbers: 577134 - 577233 ACH payment numbers: 86021 - 86222 On file for review in City Clerks Office: 22 Page listing of Claims Note:

Lease?	YES Gr	ant related?	Public Works? NO	
Fiscal I	mpact		<b>Budget Account</b>	
Expense	<b>\$</b> 3,451,659.3	5	# Various	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approva	als		Council Notification	<u>s</u>
Dept Hea	<u>ad</u>	HUGHES, MICHELLE	Study Session\Other	
Division	Director	WALLACE, TONYA	Council Sponsor	
<u>Finance</u>		HUGHES, MICHELLE	Distribution List	
<u>Legal</u>		FAGGIANO, SAM		
For the I	<u> Mayor</u>	ORMSBY, MICHAEL		
Additio	nal Approvals	<u> </u>		
Purchas	<u>ing</u>			

REPORT: PG3620		DATE:	01/11/21
SYSTEM: FMSAP	APPROVAL FUND SUMMARY	TIME:	07:51
USER: MANAGER		PAGE:	1
RUN NO: 01			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND STREET FUND TRAFFIC CALMING MEASURES UNDER FREEWAY PARKING FUND PARKING METER REVENUE FUND FORFEITURES & CONTRIBUTION FND	119,434.05
1100	STREET FUND	169,884.90
1380	TRAFFIC CALMING MEASURES	73,138.13
1450	UNDER FREEWAY PARKING FUND	127.68
1460	PARKING METER REVENUE FUND	965.10
1560	FORFEITURES & CONTRIBUTION FND	2,327.00
	PUBLIC SAFETY & JUDICIAL GRANT	
1630	COMBINED COMMUNICATIONS CENTER	1,000.00
1640	COMMUNICATIONS BLDG M&O FUND	5,078.59
1940	CHANNEL FIVE EQUIPMENT RESERVE	10,740.30
1950	CHANNEL FIVE EQUIPMENT RESERVE PARK CUMULATIVE RESERVE FUND	84.20
1970	FIRE/EMS FUND	56,136.50
3200	ARTERIAL STREET FUND	520,057.58
4100	WATER DIVISION	99,747.54
4300	SEWER FUND	32,215.74
4480	FARK CUMULATIVE RESERVE FUND FIRE/EMS FUND ARTERIAL STREET FUND WATER DIVISION SEWER FUND SOLID WASTE FUND DEVELOPMENT SVCS CENTER FLEET SERVICES FUND PUBLIC WORKS AND UTILITIES IT FUND IT CAPITAL REPLACEMENT FUND REPROGRAPHICS FUND	428,742.37
4700	DEVELOPMENT SVCS CENTER	451.81
5100	FLEET SERVICES FUND	178,956.55
5200	PUBLIC WORKS AND UTILITIES	2,098.00
5300	IT FUND	123,069.46
5310	IT CAPITAL REPLACEMENT FUND	7,927.93
5400	REPROGRAPHICS FUND	2,464.11
5600	ACCOUNTING SERVICES	52.82
5700	MY SPOKANE	12,616.70
5750	OFFICE OF PERFORMANCE MGMT	18,271.13
5800	RISK MANAGEMENT FUND	20,827.41
5810	WORKERS' COMPENSATION FUND	1,325.00
5830	EMPLOYEES BENEFITS FUND	1,345,251.98
5900	ASSET MANAGEMENT FUND OPS	39,763.24
5901	ASSET MANAGEMENT FUND CAPITAL	7,700.90
5902	PROPERTY ACQUISITION POLICE	37,716.43
6070	FIREFIGHTERS' PENSION FUND	74,849.38
6080	ACCOUNTING SERVICES MY SPOKANE OFFICE OF PERFORMANCE MGMT RISK MANAGEMENT FUND WORKERS' COMPENSATION FUND EMPLOYEES BENEFITS FUND ASSET MANAGEMENT FUND OPS ASSET MANAGEMENT FUND CAPITAL PROPERTY ACQUISITION POLICE FIREFIGHTERS' PENSION FUND POLICE PENSION FUND SALARY CLEARING FUND NEW	47,244.54 1,368.55
6960	SALARY CLEARING FUND NEW	1,368.55

TOTAL: 3,451,659.35

REPORT: PG3630 SYSTEM: FMSAP USER: MANAGER RUN NO: 01 DATE: 01/11/21

TIME: PAGE: 1

HONORABLE MAYOR AND COUNCIL MEMBERS

01/11/21 PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0330 -	PUBLIC AFFAIRS/COMMUNICATIONS	3,613.69
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 3
SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086193	1,250.00
SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC	CONTRACTUAL SERVICES ACH PMT NO 80086193	750.00
MICHAEL E LAVELLE	MISC SERVICES/CHARGES CHECK NO 00577213	537.05
JOHN J DELAY	MISC SERVICES/CHARGES ACH PMT NO 80086218	541.49
ERIC P THOMPSON	MISC SERVICES/CHARGES CHECK NO 00577226	535.15
0330 - PUBLIC AFFAIRS/COMMUNICATI	ONS	
TOTAL FOR 0320 -	COUNCIL	52.82
0320 - COUNCIL SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80086188	52.82
TOTAL FOR 0300 -	HUMAN SERVICES	166.43
WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES -	166.43
0300 - HUMAN SERVICES		
TOTAL FOR 0260 -	CITY CLERK	1,104.98
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80086188	52.82
_	COMPUTERS ACH PMT NO 80086137	1,052.16
0260 - CITY CLERK	NONDEFACTIENTAL	0,355.00
	ACH PMT NO 80086200  NONDEPARTMENTAL	6,270.00  6,599.00
SUMMIT LAW GROUP PLLC	ACH PMT NO 80086166  LEGAL SERVICES	329.00
MOSS & BARNETT	LEGAL SERVICES	

### 0350 - COMMUNITY CENTERS

350 - COMMUNITY CENTERS		
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES ACH PMT NO 80086078	29,166.66
TOTAL FOR 0350 -	- COMMUNITY CENTERS	29,166.66
370 - ENGINEERING SERVICES		
ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	26.68
	ACH PMT NO 80086114	20.00
PMWEB INC	CONTRACTUAL SERVICES ACH PMT NO 80086180	1,125.00
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	100.13
TOTAL FOR 0370 -	- ENGINEERING SERVICES	1,251.81
9500 - LEGAL		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086115	556.85
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80086115	164.51
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO 80086137	11,978.91
WA STATE BAR ASSOCIATION	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO 00577232	5,855.00
YWCA	PROFESSIONAL SERVICES ACH PMT NO 80086216	3,434.94
TOTAL FOR 0500 -	- LEGAL	21,990.21
0520 - MAYOR		
	OFFICE SUPPLIES ACH PMT NO 80086137	26.52
TOTAL FOR 0520 -	- MAYOR	 26.52
9560 - MUNICIPAL COURT		
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21
	SULTS IN CLAIMS AS FOLLOWS:	PAGE 4
DELL MARKETING LP	COMPUTERS	2 502 35
	ACH PMT NO 80086137  MINOR EQUIPMENT	2,502.35
%DELL USA LP	ACH PMT NO 80086137	4,285.66
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES	

	ACH PMT NO 80086163	1,056.26
PETER HEITKEMPER JR PO BOX 8560	CASH OVER/SHORT CHECK NO 00577212	15.00
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	OPERATING RENTALS/LEASES ACH PMT NO 80086179	1,085.19
	CASH OVER/SHORT CHECK NO 00577211	25.00
	BANK FEES CHECK NO 00577223	86.28
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY		158.74
TOTAL FOR 0560 -	MUNICIPAL COURT	9,214.48
0680 - POLICE		
BEACON SERVICE INC		
	ACH PMT NO 80086118	1,720.90
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING		5,445.00
LANGUAGE LINE SERVICES	INTERPRETER COSTS	
	ACH PMT NO 80086160	51.53
LAURI WEINMANN	CONTRACTUAL SERVICES	
	ACH PMT NO 80086164	3,219.96
POLICE STRATEGIES LLC	CONTRACTUAL SERVICES	
DBA SANFORD OLSEN & SCALES	ACH PMT NO 80086181	10,000.00
REHN & ASSOCIATES	HRA-POST EMPLOYMENT	
SPOKANE CITY TREASURER	ACH PMT NO 80086059	4,500.00
SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO 80086188	79.23
SPOKANE POLICE CHAPLAINCY		
BOARD	ACH PMT NO 80086194	9,375.00
SPOKANE POLICE DEPARTMENT		
IMPREST FUND	CHECK NO 00577165	261.98
SPOKANE POLICE DEPARTMENT IMPREST FUND	POSTAGE CHECK NO 00577165	4.75
HONORABLE MAYOR		01/11/21
AND COUNCIL MEMBERS		PAGE 5
PROCESSING OF VOUCHERS RES	CULTS IN CLAIMS AS FOLLOWS:	
ST ANN PARISH	OPERATING RENTALS/LEASES	
	ACH PMT NO 80086195	475.00
WASHINGTON LEOFF	PENSION LEOFF II 3.5%	
DEPT OF RETIREMENT SYSTEMS	CHECK NO 00577233	4,323.33
TOTAL FOR 0680 -	POLICE	39,456.68

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES	1,104.30
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086114	29.64
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086115	556.86
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80086115	164.50
C & C YARD CARE	SNOW REMOVAL SERVICES ACH PMT NO 80086122	133.40
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO 80086136	1,576.25
	OPERATING SUPPLIES ACH PMT NO 80086147	7.24
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO 80086183	438.20
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO 80086204	1,279.74
TOTAL FOR 0700 -	PUBLIC DEFENDER	5,290.13
0970 - INTERNAL SERVICE CHARGES		
ZERO DB COMMUNICATIONS LLC	IF FACILITY REPAIRS ACH PMT NO 80086106	1,500.64
TOTAL FOR 0970 -	INTERNAL SERVICE CHARGES	1,500.64
1100 - STREET FUND		
BTL LINING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086120	2,044.05
CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086128	12,226.67
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 6
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
GMCO CORP DBA ROADWISE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086150	148,697.83
VERMEER OF WASHINGTON INC	OPERATING RENTALS/LEASES CHECK NO 00577229	5,800.00
VERMEER OF WASHINGTON INC	REPAIRS/MAINTENANCE CHECK NO 00577229	1,116.35
TOTAL FOR 1100 -	STREET FUND	169,884.90

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO 80086070	73,024.13
CAROLE BOSSARTE 28611 W PREWETT RD	PHOTO RED FINES CHECK NO 00577210	114.00
TOTAL FOR 1380 -	TRAFFIC CALMING MEASURES	73,138.13
1450 - UNDER FREEWAY PARKING FUND		
	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086023	127.68
TOTAL FOR 1450 -	UNDER FREEWAY PARKING FUND	127.68
1460 - PARKING METER REVENUE FUND		
CENTURYLINK	TELEPHONE CHECK NO 00577137	125.20
GRAPHIC ART PRODUCTIONS INC DBA FASTSIGNS	PRINTING/BINDING/REPRO ACH PMT NO 80086152	813.49
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80086188	26.41
TOTAL FOR 1460 -	PARKING METER REVENUE FUND	965.10
1560 - FORFEITURES & CONTRIBUTION		
1560 - FORFEITURES & CONTRIBUTION TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT	DEPOSIT-REFUNDS IN PROGRESS	2,327.00
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT	DEPOSIT-REFUNDS IN PROGRESS	
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT	DEPOSIT-REFUNDS IN PROGRESS CHECK NO 00577158  FORFEITURES & CONTRIBUTION FND	
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT TOTAL FOR 1560 -	DEPOSIT-REFUNDS IN PROGRESS CHECK NO 00577158  FORFEITURES & CONTRIBUTION FND	· 
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT  TOTAL FOR 1560 -  1620 - PUBLIC SAFETY & JUDICIAL G	DEPOSIT-REFUNDS IN PROGRESS CHECK NO 00577158  FORFEITURES & CONTRIBUTION FND  RANT	2,327.00
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT  TOTAL FOR 1560 -  1620 - PUBLIC SAFETY & JUDICIAL G  HONORABLE MAYOR AND COUNCIL MEMBERS	DEPOSIT-REFUNDS IN PROGRESS CHECK NO 00577158  FORFEITURES & CONTRIBUTION FND  RANT	2,327.00
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT  TOTAL FOR 1560 -  1620 - PUBLIC SAFETY & JUDICIAL G  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  YWCA	DEPOSIT-REFUNDS IN PROGRESS CHECK NO 00577158  FORFEITURES & CONTRIBUTION FND  RANT ULTS IN CLAIMS AS FOLLOWS:  CONTRACTUAL SERVICES	2,327.00 01/11/21 PAGE 7
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT  TOTAL FOR 1560 -  1620 - PUBLIC SAFETY & JUDICIAL G  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  YWCA	DEPOSIT-REFUNDS IN PROGRESS CHECK NO 00577158  FORFEITURES & CONTRIBUTION FND  RANT  ULTS IN CLAIMS AS FOLLOWS:  CONTRACTUAL SERVICES ACH PMT NO 80086216  PUBLIC SAFETY & JUDICIAL GRANT	2,327.00 01/11/21 PAGE 7
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT  TOTAL FOR 1560 -  1620 - PUBLIC SAFETY & JUDICIAL G  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  YWCA  TOTAL FOR 1620 -  1630 - COMBINED COMMUNICATIONS CE SPOKANE FIRE FIGHTERS BENEFIT	DEPOSIT-REFUNDS IN PROGRESS CHECK NO 00577158  FORFEITURES & CONTRIBUTION FND  RANT  ULTS IN CLAIMS AS FOLLOWS:  CONTRACTUAL SERVICES ACH PMT NO 80086216  PUBLIC SAFETY & JUDICIAL GRANT  NTER	2,327.00 01/11/21 PAGE 7
TRAVIS PHIBBS & ROBERT SARGENT C/O ROBERT W SARGENT  TOTAL FOR 1560 -  1620 - PUBLIC SAFETY & JUDICIAL G  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  YWCA  TOTAL FOR 1620 -  1630 - COMBINED COMMUNICATIONS CE  SPOKANE FIRE FIGHTERS BENEFIT TRUST	DEPOSIT-REFUNDS IN PROGRESS CHECK NO 00577158  FORFEITURES & CONTRIBUTION FND  RANT  ULTS IN CLAIMS AS FOLLOWS:  CONTRACTUAL SERVICES ACH PMT NO 80086216  PUBLIC SAFETY & JUDICIAL GRANT  NTER VEBA POST EMPLOYMENT	2,327.00  01/11/21 PAGE 7  10,023.73  1,000.00

CONTROL SOLUTIONS NW INC BUILDING REPAIRS/MAINTENANCE

	ACH PMT NO 80086041	490.05
CONTROL SOLUTIONS NW INC	OTHER IMPROVEMENTS ACH PMT NO 80086133	3,916.30
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086041	358.75
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80086145	233.99
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	ACH PMT NO 80086083	79.50
TOTAL FOR 1640 -		5,078.59
1940 - CHANNEL FIVE EQUIPMENT RES		
FRIENDS OF KSPS	CONTRACTUAL SERVICES ACH PMT NO 80086159	6,267.78
KEY CODE MEDIA INC	COMMUNICATIONS EQUIPMENT ACH PMT NO 80086158	4,472.52
TOTAL FOR 1940 -	- CHANNEL FIVE EQUIPMENT RESERVE	10,740.30
1950 - PARK CUMULATIVE RESERVE FU		
CDW GOVERNMENT INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO 80086032	84.20
TOTAL FOR 1950 -	- PARK CUMULATIVE RESERVE FUND	84.20
TOTAL FOR 1950 -	- PARK CUMULATIVE RESERVE FUND	84.20
	- PARK CUMULATIVE RESERVE FUND	84.20 01/11/21 PAGE 8
1970 - FIRE/EMS FUND  HONORABLE MAYOR AND COUNCIL MEMBERS	- PARK CUMULATIVE RESERVE FUND	01/11/21
1970 - FIRE/EMS FUND  HONORABLE MAYOR AND COUNCIL MEMBERS	SULTS IN CLAIMS AS FOLLOWS:	01/11/21
1970 - FIRE/EMS FUND  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS: LAUNDRY/JANITORIAL SERVICES	01/11/21 PAGE 8
1970 - FIRE/EMS FUND  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  ALSCO DIVISION OF ALSCO INC	GULTS IN CLAIMS AS FOLLOWS:  LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086111  SAFETY SUPPLIES	01/11/21 PAGE 8
1970 - FIRE/EMS FUND  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  ALSCO DIVISION OF ALSCO INC  BOUND TREE MEDICAL LLC	GULTS IN CLAIMS AS FOLLOWS:  LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086111  SAFETY SUPPLIES CHECK NO 00577200  MOTOR FUEL-OUTSIDE VENDOR	01/11/21 PAGE 8 141.58 734.16
1970 - FIRE/EMS FUND  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  ALSCO DIVISION OF ALSCO INC  BOUND TREE MEDICAL LLC  CITY SERVICE VALCON LLC  CONNELL OIL INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086111  SAFETY SUPPLIES CHECK NO 00577200  MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80086127  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086132	01/11/21 PAGE 8 141.58 734.16 2,992.63
1970 - FIRE/EMS FUND  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  ALSCO DIVISION OF ALSCO INC  BOUND TREE MEDICAL LLC  CITY SERVICE VALCON LLC  CONNELL OIL INC DBA CO-ENERGY	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086111  SAFETY SUPPLIES CHECK NO 00577200  MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80086127  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086132  OTHER IMPROVEMENTS ACH PMT NO 80086133  TOWING EXPENSE	01/11/21 PAGE 8 141.58 734.16 2,992.63 2,249.09
1970 - FIRE/EMS FUND  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  ALSCO DIVISION OF ALSCO INC  BOUND TREE MEDICAL LLC  CITY SERVICE VALCON LLC  CONNELL OIL INC DBA CO-ENERGY  CONTROL SOLUTIONS NW INC  EVERGREEN STATE TOWING LLC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086111  SAFETY SUPPLIES CHECK NO 00577200  MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80086127  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086132  OTHER IMPROVEMENTS ACH PMT NO 80086133  TOWING EXPENSE	01/11/21 PAGE 8 141.58 734.16 2,992.63 2,249.09 2,401.20

GORDON TRUCK CENTERS INC DBA	VEHICLE REPAIR & MAINT SUPPLY	
PACIFIC TRUCK CENTERS	ACH PMT NO 80086151	5,036.52
HARWIN LLC DBA THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086044	294.03
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO 80086053	500.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086153	4,657.42
ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086074	647.95
ICON CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086074	125.24
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO 80086168	68.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO 80086169	128.99
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086169	649.33
NATIONSERVE OVERHEAD DOOR CORPORATION	MINOR EQUIPMENT CHECK NO 00577231	80.59
NORCO INC	SAFETY SUPPLIES ACH PMT NO 80086171	16.92
NW LANDSCAPE MAINTENANCE INC DBA DARNALL SPRINKLERS	LANDSCAPE/GROUNDS MAINT	1,568.16
DDA DAKNADU SEKINKUEKS	ACII FMI NO 00000003	1,500.10
HONORABLE MAYOR AND COUNCIL MEMBERS	ACII FMI NO 00000003	01/11/21 PAGE 9
HONORABLE MAYOR AND COUNCIL MEMBERS	SULTS IN CLAIMS AS FOLLOWS:	01/11/21
HONORABLE MAYOR AND COUNCIL MEMBERS	SULTS IN CLAIMS AS FOLLOWS:	01/11/21
HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:  MEDICAL SERVICES	01/11/21
HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RESPROVIDENCE HEALTH & SERVICES	SULTS IN CLAIMS AS FOLLOWS:  MEDICAL SERVICES	01/11/21 PAGE 9
HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  PROVIDENCE HEALTH & SERVICES DBA PROVIDENCE SACRED HEART	SULTS IN CLAIMS AS FOLLOWS:  MEDICAL SERVICES ACH PMT NO 80086182  VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577221	01/11/21 PAGE 9
HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  PROVIDENCE HEALTH & SERVICES DBA PROVIDENCE SACRED HEART  SIX ROBBLEES INC  SPOKANE EMERGENCY PHYSICIANS INC	SULTS IN CLAIMS AS FOLLOWS:  MEDICAL SERVICES ACH PMT NO 80086182  VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577221  CONTRACTUAL SERVICES	01/11/21 PAGE 9 1,500.00 68.79
HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  PROVIDENCE HEALTH & SERVICES DBA PROVIDENCE SACRED HEART  SIX ROBBLEES INC  SPOKANE EMERGENCY PHYSICIANS INC  SPOKANE FIRE DEPARTMENT	MEDICAL SERVICES ACH PMT NO 80086182  VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577221  CONTRACTUAL SERVICES ACH PMT NO 80086192  REPAIR & MAINTENANCE SUPPLIES CHECK NO 00577222	01/11/21 PAGE 9 1,500.00 68.79 7,577.41
HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  PROVIDENCE HEALTH & SERVICES DBA PROVIDENCE SACRED HEART  SIX ROBBLEES INC  SPOKANE EMERGENCY PHYSICIANS INC  SPOKANE FIRE DEPARTMENT IMPREST FUND  SPOKANE FIRE FIGHTERS BENEFIT	MEDICAL SERVICES ACH PMT NO 80086182  VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577221  CONTRACTUAL SERVICES ACH PMT NO 80086192  REPAIR & MAINTENANCE SUPPLIES CHECK NO 00577222  VEBA POST EMPLOYMENT ACH PMT NO 80086062  PENSION LEOFF II 3.5%	01/11/21 PAGE 9 1,500.00 68.79 7,577.41 18.50
HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  PROVIDENCE HEALTH & SERVICES DBA PROVIDENCE SACRED HEART  SIX ROBBLEES INC  SPOKANE EMERGENCY PHYSICIANS INC  SPOKANE FIRE DEPARTMENT IMPREST FUND  SPOKANE FIRE FIGHTERS BENEFIT TRUST  WASHINGTON LEOFF	MEDICAL SERVICES ACH PMT NO 80086182  VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577221  CONTRACTUAL SERVICES ACH PMT NO 80086192  REPAIR & MAINTENANCE SUPPLIES CHECK NO 00577222  VEBA POST EMPLOYMENT ACH PMT NO 80086062  PENSION LEOFF II 3.5% CHECK NO 00577233	01/11/21 PAGE 9 1,500.00 68.79 7,577.41 18.50 21,000.00
HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  PROVIDENCE HEALTH & SERVICES DBA PROVIDENCE SACRED HEART  SIX ROBBLEES INC  SPOKANE EMERGENCY PHYSICIANS INC  SPOKANE FIRE DEPARTMENT IMPREST FUND  SPOKANE FIRE FIGHTERS BENEFIT TRUST  WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	MEDICAL SERVICES ACH PMT NO 80086182  VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577221  CONTRACTUAL SERVICES ACH PMT NO 80086192  REPAIR & MAINTENANCE SUPPLIES CHECK NO 00577222  VEBA POST EMPLOYMENT ACH PMT NO 80086062  PENSION LEOFF II 3.5% CHECK NO 00577233	01/11/21 PAGE 9 1,500.00 68.79 7,577.41 18.50 21,000.00 2,142.76

GARCO	CONSTRUCTION	INC	CONSTRUCTION	OF	FIXED	ASSETS
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G2 ACH PMT NO. - 80086071 519,178.91

TOTAL FOR 3:	200 - ARTERIAL STREET FUND	520,057.58
4100 - WATER DIVISION		
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086108	3,365.91
AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO 80086115	64.11
BACON CONCRETE INC	PAVING REPAIRS/MAINTENANCE ACH PMT NO 80086025	41,606.00
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086126	3,558.14
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086134	669.78
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO 80086137	352.76
EMPIREWEST INC	INVENTORY PURCHASES FOR WATER ACH PMT NO 80086141	792.79
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086145	301.16
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 10
PROCESSING OF VOUCHER:	S RESULTS IN CLAIMS AS FOLLOWS:	
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086156	630.89
KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO 00577206	14,025.24
NEPTUNE TECHNOLOGY GROUP II	NC MINOR EQUIPMENT ACH PMT NO 80086170	13,795.21
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086171	1,215.82
	CES OPERATING RENTALS/LEASES CES ACH PMT NO 80086113	192.90
OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO 80086174	4,867.83
OXARC INC	OPERATING SUPPLIES ACH PMT NO 80086175	3,080.36
PROFESSIONAL CRANE INSPECT	IONS REPAIRS/MAINTENANCE ACH PMT NO 80086088	507.50
QLT CONSUMER LEASE SERVICE:	S TELEPHONE CHECK NO 00577217	14.94
SITEONE LANDSCAPE SUPPLY L	LC REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086189	317.87
	DDD1.D . W. TVDDV1.VQD	

SPOKANE PUMP INC REPAIR & MAINTENANCE SUPPLIES

	CHECK NO 00577224	41.11
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO 80086197	440.00
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES ACH PMT NO 80086027	9,594.41
WATER DEPARTMENT IMPREST FUND	OFFICE SUPPLIES CHECK NO 00577230	41.31
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO 00577230	171.50
	REGISTRATION/SCHOOLING CHECK NO 00577230	100.00
TOTAL FOR 4100 -	WATER DIVISION	99,747.54
4310 - SEWER MAINTENANCE DIVISION		
	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086108	410.72
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO		242.08
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 11
PROCESSING OF VOUCHERS RES	CULTS IN CLAIMS AS FOLLOWS:	
	COMPUTERS ACH PMT NO 80086137	5,718.20
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES		578.70
TOTAL FOR 4310 -	SEWER MAINTENANCE DIVISION	6,949.70
4320 - RIVERSIDE PARK RECLAMATION	I FAC	
ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO 80086110	848.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086115	233.33
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80086115	56.81
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO 80086186	2,404.72
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	1 140 51
	ACH PMT NO 80086127	1,142.51
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	REPAIR & MAINTENANCE SUPPLIES	5,675.89
	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086142	·

INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80086155	7,003.30
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086156	90.40
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80086207	4,194.73
T-MOBILE	CELL PHONE CHECK NO 00577227	29.13
WILL SCHMITT	MINOR SAFETY EQUIPMENT CHECK NO 00577219	180.00
TOTAL FOR 4320	- RIVERSIDE PARK RECLAMATION FAC	22,304.87
4330 - STORMWATER		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086024	21.28
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 12
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES ACH PMT NO 80086027	527.89
TOTAL FOR 4330	- STORMWATER	549.17
4360 - ENVIRONMENTAL PROGRAMS		
LOGAN CALLEN	TUITION REIMBURSEMENT	
	CHECK NO 00577202	2,412.00
TOTAL FOR 4360	- ENVIRONMENTAL PROGRAMS	2,412.00
4490 - SOLID WASTE DISPOSAL		
AIRGAS SPECIALTY PRODUCTS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80086109	5,975.13
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086115	571.32
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO 80086116	147.02
ECOCHEM ANALYTICS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086045	5,511.97
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO 80086140	132.15
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80086140	1,980.50
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80086145	892.28

FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80086145	1,001.59
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086145	991.18
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO 80086145	45.00
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086149	3,909.28
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086051	180,999.36
JOHNSON CONTROLS FIRE PROTECTION LP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086054	4,986.98
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80086171	249.38
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 13
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086171	94.61
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80086173	5,238.53
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80086178	31,855.47
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO 00577139	5,873.52
SPECIALTY MACHINING & MFG CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086191	750.01
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO 80086064	165.00
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086066	1,981.98
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO 00577228	1,082.70
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	347.93
TOTAL FOR 4490 -	SOLID WASTE DISPOSAL	254,782.89
4500 - SOLID WASTE COLLECTION		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086115	8,165.30
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80086115	2,165.37
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO 80086026	115,699.57
GORLEY LOGISTICS LLC	OPERATING SUPPLIES	

dba FIKES NORTHWEST	ACH PMT NO 80086147	72.4
KERRY D DEATRICH	SAFETY SUPPLIES CHECK NO 00577204	102.1
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086161	43,990.2
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086190	424.7
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO 80086063	346.3
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086214	217.1
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 14
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 4500 -	- SOLID WASTE COLLECTION	171,183.1
4530 - SOLID WASTE LANDFILLS		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80086115	2,203.4
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES		110.0
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086066	462.8
TOTAL FOR 4530 -	- SOLID WASTE LANDFILLS	2,776.2
4700 - DEVELOPMENT SVCS CENTER		
	PERMIT REFUNDS PAYABLE CHECK NO 00577209	27.0
MAINSTREAM ELECTRIC PO BOX 3436	PERMIT REFUNDS PAYABLE CHECK NO 00577208	45.0
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO 80086221	379.8
TOTAL FOR 4700 -	- DEVELOPMENT SVCS CENTER	451.8
5100 - FLEET SERVICES FUND		
	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577134	150.0
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577199	320.7
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086117	246.6
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086119	329.7

BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086201	1,427.22
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086029	462.78
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO 00577201	931.09
CERTIFIED POWER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086033	443.88
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 15
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086126	837.93
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80086127	47,390.28
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO 80086132	8,982.97
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80086134	129.08
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086135	40,886.88
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086135	9,206.38
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO 80086137	4,496.94
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577205	500.19
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086140	1,404.27
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO 80086146	23.88
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80086148	17,466.68
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086151	1,112.98
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086073	92.13
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086212	5,410.19
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086154	830.84
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086076	123.55
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086157	13.53

LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086030	191.65
LITHIA OF SPOKANE INC LITHIA CHRYSLER DODGE JEEP RAM	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086162	168.28
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086167	769.96
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 16
PROCESSING OF VOUCHERS RES	CULTS IN CLAIMS AS FOLLOWS:	
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086169	964.62
NORLIFT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086172	1,295.12
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577215	293.48
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086176	1,344.09
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086177	42.07
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO 00577218	285.45
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086217	1,271.30
SIGN MAN INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577220	1,197.90
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577164	435.77
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086190	5,195.12
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086095	192.78
SUPERIOR SIGNALS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00577225	113.59
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086202	272.63
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086203	1,104.51
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086205	1,568.30
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086206	2,140.64
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY	446.57
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086211	412.60
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY	

80.00

843.98

	ACII FMI NO 00000211	00.09
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086103	4,573.66
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 17
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086213	1,604.93
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE		9,763.80
TOTAL FOR 5100 -	FLEET SERVICES FUND	178,956.55
5200 - PUBLIC WORKS AND UTILITIES		
PITNEY BOWES	IF REPROGRAPHICS CHECK NO 00577160	2,098.00
TOTAL FOR 5200 -	PUBLIC WORKS AND UTILITIES	2,098.00
5300 - IT FUND		
CDW GOVERNMENT INC		74.02
CERIUM NETWORKS INC	SOFTWARE MAINTENANCE ACH PMT NO 80086125	14,159.44
COMCAST	IT/DATA SERVICES ACH PMT NO 80086130	170.05
COMPUNET INC LB 410802	ADVISORY TECHNICAL SERVICE ACH PMT NO 80086131	6,240.00
COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO 80086039	540.80
COMPUNET INC LB 410802	SOFTWARE MAINTENANCE ACH PMT NO 80086131	1,170.66
DELBERT MURPHY	MINOR EQUIPMENT CHECK NO 00577214	48.12
DEXON COMPUTER INC	MINOR EQUIPMENT ACH PMT NO 80086138	31,140.00
EDNETICS INC	SOFTWARE MAINTENANCE ACH PMT NO 80086139	41,392.89
IDERA INC	SOFTWARE MAINTENANCE ACH PMT NO 80086075	3,832.19
PITNEY BOWES	HARDWARE MAINTENANCE CHECK NO 00577216	8,044.69
PITNEY BOWES	OPERATING SUPPLIES CHECK NO 00577160	80.00

CHECK NO. - 00577160

ACH PMT NO. - 80086086

MINOR EQUIPMENT

POWERCOM.INC

HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 18
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO 80086185	2,400.00
SHERLOCK SERVICES INC	HARDWARE MAINTENANCE ACH PMT NO 80086187	1,375.41
STRONGER INTERNATIONAL	CONTRACTUAL SERVICES ACH PMT NO 80086198	1,625.00
STRUCTURED COMMUNICATION SYSTEMS INC	MINOR EQUIPMENT ACH PMT NO 80086199	3,961.49
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	2,771.46
ZERO DB COMMUNICATIONS LLC	MINOR EQUIPMENT ACH PMT NO 80086106	3,199.26
TOTAL FOR 5300 -		123,069.46
5310 - IT CAPITAL REPLACEMENT FUN		
CDW GOVERNMENT INC	COMPUTERS ACH PMT NO 80086123	333.34
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	COMPUTERS ACH PMT NO 80086040	816.75
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO 80086137	6,056.94
STRUCTURED COMMUNICATION SYSTEMS INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO 80086199	720.90
TOTAL FOR 5310 -	IT CAPITAL REPLACEMENT FUND	7,927.93
5400 - REPROGRAPHICS FUND		
CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES CHECK NO 00577203	927.80
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80086165	1,536.31
TOTAL FOR 5400 -	REPROGRAPHICS FUND	2,464.11
5600 - ACCOUNTING SERVICES		
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80086090	52.82
TOTAL FOR 5600 -	ACCOUNTING SERVICES	52.82

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
5700 - MY SPOKANE		
	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80086131	12,616.70
TOTAL FOR 5700 -	- MY SPOKANE	12,616.70
5750 - OFFICE OF PERFORMANCE MGMT	Γ	
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80086209	270.65
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS		18,000.48
TOTAL FOR 5750 -	- OFFICE OF PERFORMANCE MGMT	18,271.13
5800 - RISK MANAGEMENT FUND		
US BANK OR CITY TREASURER LIABILITY CLAIMS		20,827.41
TOTAL FOR 5800 -	- RISK MANAGEMENT FUND	20,827.41
5810 - WORKERS' COMPENSATION FUNI		
EXAMINETICS INC	PROFESSIONAL SERVICES ACH PMT NO 80086144	1,325.00
TOTAL FOR 5810 -	- WORKERS' COMPENSATION FUND	1,325.00
5830 - EMPLOYEES BENEFITS FUND		
DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO 80086043	13,395.00
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO 80086219	33,009.06
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO 80086055	77,733.03
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO 80086220	51,426.70
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO 80086055	21,000.31

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INSURANCE ADMINISTRATION ACH PMT NO. - 80086058

50,854.02

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR INSURANCE CLAIMS

PREMERA BLUE CROSS

SPOKANE CITY TREASURER	ACH PMT NO 80086087	512,648.97
REHN & ASSOCIATES SPOKANE CITY TREASURER		1,086.00
STANDARD INSURANCE COMPANY		584,098.89
TOTAL FOR 5830 -	- EMPLOYEES BENEFITS FUND	1,345,251.98
000 - ASSET MANAGEMENT FUND OPS		
AM HARDWARE CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086112	500.94
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80086022	847.14
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086031	609.84
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086129	6,216.04
COEUR D'ALENE SERVICE STATION EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086129	2,537.63
FIVE STAR PLUMBING	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086050	2,273.28
FIVE STAR PLUMBING	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086050	714.17
	OPERATING SUPPLIES ACH PMT NO 80086049	456.24
HARWIN LLC DBA THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086044	530.89
INTERSTATE RESTORATION LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO 00577157	609.71
MAINTENANCE SOLUTIONS INC	OPERATING SUPPLIES ACH PMT NO 80086077	733.51
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086079	579.92
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO 00577231	296.75
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00577166	8,000.88
ORKIN	BUILDING REPAIRS/MAINTENANCE CHECK NO 00577161	98.01
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 21
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
PLUMB LOCO INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086085	2,500.00
PROFESSIONAL CRANE INSPECTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086088	2,324.49

PROFESSIONAL CRANE INSPECTIONS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086088	2,232.45
ROTO-ROOTER/DIV OF RAM PLUMBING INC	BUILDING REPAIRS/MAINTENANCE CHECK NO 00577162	2,675.13
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80086104	4,231.28
WESTERN STATES EQUIPMENT CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80086104	794.94
TOTAL FOR 5900 -	ASSET MANAGEMENT FUND OPS	39,763.24
5901 - ASSET MANAGEMENT FUND CAPI	TAL	
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80086184	3,877.48
ZERO DB COMMUNICATIONS LLC	LANDSCAPING AND IRRIGATION ACH PMT NO 80086106	3,823.42
TOTAL FOR 5901 -	ASSET MANAGEMENT FUND CAPITAL	7,700.90
5902 - PROPERTY ACQUISITION POLIC	Е	
COLUMBIA FORD INC	VEHICLES ACH PMT NO 80086038	1,000.00
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	OPERATING RENTALS/LEASES ACH PMT NO 80086210	36,716.43
TOTAL FOR 5902 -	PROPERTY ACQUISITION POLICE	37,716.43
6070 - FIREFIGHTERS' PENSION FUND		
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER		0.00
TOTAL FOR 6070 -	FIREFIGHTERS' PENSION FUND	0.00
6200 - FIREFIGHTERS' PENSION FUND		
DELTA DENTAL OF WASHINGTON		1,258.20
HONORABLE MAYOR AND COUNCIL MEMBERS		01/11/21 PAGE 22
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO 80086058	7,691.71
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO 80086087	65,899.47
TOTAL FOR 6200 -	FIREFIGHTERS' PENSION FUND	74,849.38

6300 - POLICE	PENSION		
DELTA DENTAL	OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO 80086043	1,020.54
PREMERA BLUE	CROSS	INSURANCE ADMINISTRATION ACH PMT NO 80086058	6,270.70
PREMERA BLUE SPOKANE CITY		SERVICE REIMBURSEMENT ACH PMT NO 80086087	39,953.30
	TOTAL FOR 6300 -	POLICE PENSION	47,244.54

6960 - SALARY CLEARING FUND NEW		
GORDON AYLWORTH & TAMI PC	ASSET ACCEPTANCE, LLC CHECK NO 00577156	1,368.55
TOTAL FOR 6960 -	SALARY CLEARING FUND NEW	1,368.55

TOTAL CLAIMS 3,451,659.35

REPORT: PG3640 DATE: 01/11/21 CITY OF SPOKANE COUNCIL CHECK RANGE/TOTAL SYSTEM: FMSAP TIME: 07:51 PAGE: 1

USER: MANAGER RUN NO: 01

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00555104	USE TAX AMOUNTS ADAMS TRACTOR CO INC ADVANCE AUTO PARTS	3,832.52 150.01		
00577134	ADAMS TRACTOR CO INC	150.01		
005//135	ADVANCE AUTO PARTS	16/.1/		
003//130	C & B OPHOLSTERI INC			
		125.20		
005//138	DIRECT AUTOMOTIVE DISTRIBUTI	234.19		
	SAFETY KLEEN CORPORATION	5,8/3.52		54.00
	AUSTIN DILL			54.00
	ELIZABETH KNIGHT ELIZABETH DEAN			54.00 54.00
	JAVIER AGUILAR			54.00
	JESSICA KONG			99.00
	JESSICA KONG JESSICA KONG			99.00
	ROBERT LEE			900.00
	STEPHANIE AUSTIN			23.92
	KARA CARLSON			19.55
	KENZIE LOMAN			13.65
	SUMMER MCINTOSH			8.26
	TRAVIS TIPPETT			20.46
	LINDSEY ERNST			16.52
	KRIS DEXTER			22.75
	ALEX MYOSE			39.81
	THE GUARDIANS FOUNDATION INC			39.01
	GORDON AYLWORTH & TAMI PC	1,368.55		
	INTERSTATE RESTORATION LLC	609.71		
00577150	TRAVIS PHIBBS & ROBERT SARGE O'REILLY AUTOMOTIVE STORES I PITNEY BOWES	283.71		
00577160	DITNEY ROWES	2,178.00		
00577161		98 01		
00577163	ROTO-ROOTER/DIV OF SIGN MAN INC	326.70		
00577164	SIX ROBBLEES INC	435.77		
00577165	SPOKANE POLICE DEPARTMENT	266.73		
	NATIONSERVE	8,177.84		
	ALAN TARBUTTON	0,		29.00
	AMBER DOMRESE			27.00
00577169	ANNIE DOYON			62.00
00577170	DEBRA HAYNES			54.00
00577171	ERIN SCHULTHEIS			27.00
00577172	GREG REYNOLDS			75.00
00577173	HEATHER DOBNEY			62.00
00577174	JAMIE STEWART			27.00
00577175	JANET BROWN			49.00
00577176	JEANNE WHITE			35.00
00577177	JOE CALIA			27.00
00577178	JUNE CHUNG			54.00
00577179	KAREN PERALA			54.00
00577180	KATHERINE MCNULTY			218.00
00577181	KATIE KEPIER			54.00
00577182	KENDRA MARTIN			104.00
00577183	KIARA HOXIE			54.00
00577184	LAURA RISINGER			27.00
00577185	MICHAEL WHITE			48.00

CITY OF SPOKANE COUNCIL CHECK RANGE/TOTAL DATE: 01/11/21 TIME: 07:51 REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER PAGE: 2

RUN NO: 01

00577186   PRAGYA RAI	CHECK # VENDOR	CITY	LIBRARY	PARKS
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577211 COADLE BOSSARTE 114.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 535.15 00577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 1.082.70 00577229 WERMER OF WASHINGTON INC 6.916.35 00577221 WASTATE BAR ASSOCIATION 5.855.00 00577223 WASTATE BAR ASSOCIATION 5.855.00 00577233 WASHINGTON LEOFF 6.466.09 80086021 AMERIGAS PROPAME LP 80086022 ARAMARK UNIFORM SERVICES 847.14 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577186 PRAGYA RAT			52 00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577187 RHONDA KERR			27.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577188 ROGER RISINGER JR			27.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577189 RUDY MAGLUYAN			27.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577190 RYAN SANTA			27.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577191 TARA JONES			54.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577192 TED STEVENS			27.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577193 TODD BRISTOW			218.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577194 TREVOR HERRIN			54.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577195 WINNIE LAVIGNE			70.00
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577196 PARK DEPT IMPREST FUND			4.13
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577197 SPOKANE CITY TREASURER			6,511.60
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577198 T-MOBILE			6.03
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577199 ADVANCE AUTO PARTS	153.57		
00577/201 C & B UPHOLSTERY INC 00577202 LOGAN CALLEN 2,412.00 00577203 CANON FINANCIAL SERVICES INC 00577204 KERRY D DEATRICH 102.10 00577205 DIRECT AUTOMOTIVE DISTRIBUTI 266.00 00577206 KELLER SUPPLY COMPANY 14,025.24 00577207 MAINSTREAM ELECTRIC 30.00 00577208 MAINSTREAM ELECTRIC 15.00 00577209 ANDYS HEATING & COOLING 27.00 00577210 CAROLE BOSSARTE 114.00 00577211 RODNEY JESSICK 25.00 00577212 PETER HEITERMPER JR 15.00 00577212 PETER HEITERMPER JR 15.00 00577215 O'REILLY AUTOMOTIVE STORES I 00577216 PITNEY BOWES 8,044.69 00577217 QLT CONSUMER LEASE SERVICES 14.94 00577218 SAFETY KLEEN CORPORATION 285.45 00577220 SIGN MAN INC 00577221 SIX ROBBLEES INC 00577222 SPOKANE FIRE DEPARTMENT 18.50 00577223 SPOKANE MUNICIPAL COURT 00577224 SPOKANE MUNICIPAL COURT 00577225 SUPERIOR SIGNALS INC 113.59 00577226 ERIC P THOMPSON 50577227 T-MOBILE 29.13 00577228 UNITED RENTALS NW INC 10577229 WERMER OF WASHINGTON INC 6,916.35 00577221 WASTALE BAR ASSOCIATION 50577233 WASHINGTON LEOFF 6,466.09 80086021 AMERIGAS PROPAME LE 80086022 ARAMARK UNIFORM SERVICES 847.14 80086023 AVISTA CORPORATION 127.68	00577200 BOUND TREE MEDICAL LLC	734.16		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577201 C & B UPHOLSTERY INC	438.32		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577202 LOGAN CALLEN	2,412.00		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577203 CANON FINANCIAL SERVICES INC	927.80		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577204 KERRY D DEATRICH	102.10		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577205 DIRECT AUTOMOTIVE DISTRIBUTI	266.00		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577206 KELLER SUPPLY COMPANY	14,025.24		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577207 MAINSTREAM ELECTRIC	30.00		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577208 MAINSTREAM ELECTRIC	15.00		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577209 ANDYS HEATING & COOLING	27.00		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577210 CAROLE BOSSARTE	114.00		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577211 RODNEY JESSICK	25.00		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577212 PETER HEITKEMPER JR	15.00		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	005//213 MICHAEL E LAVELLE	537.05		
00577216 PITNEY BOWES       8,044.69         00577217 QLT CONSUMER LEASE SERVICES       14.94         00577218 SAFETY KLEEN CORPORATION       285.45         00577219 WILL SCHMITT       180.00         00577220 SIGN MAN INC       871.20         00577221 SIX ROBBLEES INC       68.79         00577222 SPOKANE FIRE DEPARTMENT       18.50         00577223 SPOKANE MUNICIPAL COURT       86.28         00577224 SPOKANE PUMP INC       41.11         00577225 SUPERIOR SIGNALS INC       113.59         00577226 ERIC P THOMPSON       535.15         00577227 T-MOBILE       29.13         00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	005//214 DELBERT MURPHY	48.12		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	005//215 O'REILLY AUTOMOTIVE STORES I	9.77		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	005//210 PIINEI BOWES	0,044.09		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	005/721/ QLI CONSOMER LEASE SERVICES 005/7218 CAFFTY KIFFN CODDODATION	295 45		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577210 SAFEII KHEEN CORPORATION	180 00		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577219 WILL SCHMIII	871 20		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577220 SIGN MAN INC	68 79		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577222 SPOKANE FIRE DEPARTMENT	18.50		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577223 SPOKANE MUNICIPAL COURT	86.28		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577224 SPOKANE PUMP INC	41.11		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577225 SUPERIOR SIGNALS INC	113.59		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577226 ERIC P THOMPSON	535.15		
00577228 UNITED RENTALS NW INC       1,082.70         00577229 VERMEER OF WASHINGTON INC       6,916.35         00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577227 T-MOBILE	29.13		
00577230 WATER DEPARTMENT       312.81         00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68				
00577231 NATIONSERVE       200.38         00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577229 VERMEER OF WASHINGTON INC	6,916.35		
00577232 WA STATE BAR ASSOCIATION       5,855.00         00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577230 WATER DEPARTMENT	312.81		
00577233 WASHINGTON LEOFF       6,466.09         80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68	00577231 NATIONSERVE	200.38		
80086021 AMERIGAS PROPANE LP       150.28         80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68		•		
80086022 ARAMARK UNIFORM SERVICES       847.14         80086023 AVISTA CORPORATION       127.68		6,466.09		
80086023 AVISTA CORPORATION 127.68		_		150.28
80086024 AVISTA UTILITIES 21.28 59.606.22				
·	80086024 AVISTA UTILITIES			59,606.22
80086025 BACON CONCRETE INC 41,606.00	80086025 BACON CONCRETE INC	41,606.00		

RUN NO: 01

CHECK # VENDOR CITY LIBRARY PARKS

8008602	7 THE FA BARTLETT TREE EXPERT	10,122.30	3,716.76
8008602	8 BERNARDO-WILLS ARCHITECTS PC		9,020.20
8008602	9 BRIDGESTONE AMERICAS INC 0 LITHIA MOTORS PAYMENT 1 CAMTEK INC 2 CDW GOVERNMENT INC 3 CERTIFIED POWER INC 4 CHEM-AQUA INC 5 CITY SERVICE VALCON LLC	462.78	
8008603	0 LITHIA MOTORS PAYMENT	191.65	
8008603	1 CAMTEK INC	609.84	
8008603	2 CDW GOVERNMENT INC	158.22	
8008603	3 CERTIFIED POWER INC	443.88	1 006 44
0000603	4 CHEM-AQUA INC	20 021 42	1,896.44
0000003	6 CLUB PROPHET SYSTEMS	29,031.42	837.48
	7 COEUR D'ALENE SERVICE STATIO	5 612 12	037.40
8008603	8 COLUMBIA FORD INC	1 000 00	
8008603	8 COLUMBIA FORD INC 9 COMPUNET INC 0 CONSOLIDATED ELECTRICAL	540.80	
8008604	O CONSOLIDATED ELECTRICAL	816.75	
8008604	1 CONTROL SOLUTIONS NW INC	848.80	
8008604	2 CUMMINS NORTHWEST LLC	9,050.45	
8008604	0 CONSOLIDATED ELECTRICAL 1 CONTROL SOLUTIONS NW INC 2 CUMMINS NORTHWEST LLC 3 DELTA DENTAL OF WASHINGTON 4 HARWIN LLC	15,673.74	
8008604	4 HARWIN LLC	824.92	
8008604	5 ECOCHEM ANALYTICS INC	5,511.97	
8008604	6 ELJAY OIL CO INC 7 ENGINEERING REMEDIATION	838.26	
			8,727.91
8008604	8 ENTERPRISE FM TRUST		3,103.11
8008604	8 ENTERPRISE FM TRUST 9 GORLEY LOGISTICS LLC 0 FIVE STAR PLUMBING	456.24	
8008605	0 FIVE STAR PLUMBING	2,987.45	
8008605	1 HELFRICH BROTHERS BOILER WOR	180,999.36	
8008605	2 HILL INTERNATIONAL INC		5,067.56
8008605	3 HRA VEBA TRUST 4 JOHNSON CONTROLS FIRE	500.00	
	5 KAISER FOUNDATION HEALTH PLA		100 20
	6 NATIONAL COLOR GRAPHICS INC 7 PLANET TURF		198.20 6,641.16
0000005	/ PLANEI IURE O DDEMEDA DITTE CDOCC	64 916 43	0,041.10
2008605	8 PREMERA BLUE CROSS 9 REHN & ASSOCIATES	5 596 00	
8008605	O SANDBAGGERS CLUB LLC	3,300.00	660.99
	1 SIGNS FOR SUCCESS INC		434.89
	2 SPOKANE FIRE FIGHTERS BENEFI	22.000.00	131.03
	3 SPOKANE PRO CARE INC	346.31	
8008606	4 SPRING ENVIRONMENTAL INC		
8008606	5 STRATA GEOTECHNICAL ENGINEER		2,494.00
	6 UNITEC DORSH LLC	2,444.81	
8008606	7 WESTERN STATES EQUIPMENT CO		625.52
8008606	8 WILDROSE LTD dba		247.64
	9 AHBL INC		
8008607	O AMERICAN TRAFFIC SOLUTIONS I	73,024.13	
	1 GARCO CONSTRUCTION INC	519,178.91	
	2 GORDON TRUCK CENTERS INC DBA	149.86	
	3 GRAINGER INC	92.13	
	4 ICON CORPORATION	773.19	
	5 IDERA INC	3,832.19	
	6 INLAND PACIFIC HOSE & FITTIN	123.55	
	7 MAINTENANCE SOLUTIONS INC	733.51	
00086U/	8 MARTIN LUTHER KING JR FAMILY	29,166.66	

RUN NO: 01

80086084	PACWEST MACHINERY LLC	1,093.44	
80086085	PLUMB LOCO INC	2,500.00	
80086086	PACWEST MACHINERY LLC PLUMB LOCO INC POWERCOM.INC PREMERA BLUE CROSS OR PROFESSIONAL CRANE INSPECTIO	843.98	
80086087	PREMERA BLUE CROSS OR	618,501.74	
80086088	PROFESSIONAL CRANE INSPECTIO	5,064.44	
80086089	QUANTIX INC/ENTERTAINMENT		232.04
80086090	SHI CORP	52.82	
80086091	QUANTIX INC/ENTERTAINMENT SHI CORP SIMTECH SOLUTIONS INC		
80086092	SPOKANE NEIGHBORHOOD ACTION		
80086093	SPOKANE NEIGHBORHOOD ACTION SOLID WASTE SYSTEMS INC SPOKANE AREA WORKFORCE	5.065.90	
80086094	SPOKANE AREA WORKFORCE	-,	
80086095	SPOKANE HOUSE OF HOSE INC BRAD L WHITE	192 78	
80086096	BRAD I. WHITE	517 08	
80086097	TRITTH MINISTRIES OF SDOKANE	317.00	
80086097	TRUTH MINISTRIES OF SPOKANE US BANK OR CITY TREASURER VERIZON WIRELESS	20 827 41	
90000090	WEDITON WIDELECC	20,027.41	
00000100	WEST CENTRAL COMMUNITY GWP HOLDINGS LLC WESTERN REFUSE & RECYCLING	303.77	
80086101	WEST CENTRAL COMMUNITY	2 755 27	
80086102	GWP HOLDINGS LLC	3,/55.3/	
80086103	WESTERN REFUSE & RECYCLING	4,5/3.66	
80086104	WESTERN STATES EQUIPMENT CO WINGFOOT COMMERCIAL TIRE	5,026.22	
80086105	WINGFOOT COMMERCIAL TIRE	1,581.05	
80086106	ZERO DB COMMUNICATIONS LLC	8,523.32	
80086107	ABM JANITORIAL SERVICES SOUT	1,104.30	
80086108	ACTION MATERIALS	3,776.63	
80086109	AIRGAS SPECIALTY PRODUCTS IN	5,975.13	
80086110	ALS LABORATORY GROUP	848.00	
80086111	ALSCO DIVISION OF ALSCO INC	141.58	
80086112	AM HARDWARE CO	500.94	
80086113	NORTHWEST INDUSTRIAL SERVICE	881.60	
80086114	ARAMARK UNIFORM SERVICES	56.32	
80086115	AVISTA UTILITIES	14,902.42	
80086116	BANNER FURNACE & FUEL	147.02	
80086117	BATTERY SYSTEMS INC	246.69	
80086118	BEACON SERVICE INC	1.720.90	
80086119	BECKER BUICK-GMC INC	329.73	
80086120	BTL LINING INC	2 044 05	
80086121	BIDINGER & ASSOCIATES INC	878 67	
80086122	C & C VAPD CAPE	133 40	
90000122	CDW COVERNMENT INC	333 34	
00000123	CDW DEVELOPMENT CODD DDA	242.00	
00000124	WINGFOOT COMMERCIAL TIRE ZERO DB COMMUNICATIONS LLC ABM JANITORIAL SERVICES SOUT ACTION MATERIALS AIRGAS SPECIALTY PRODUCTS IN ALS LABORATORY GROUP ALSCO DIVISION OF ALSCO INC AM HARDWARE CO NORTHWEST INDUSTRIAL SERVICE ARAMARK UNIFORM SERVICES AVISTA UTILITIES BANNER FURNACE & FUEL BATTERY SYSTEMS INC BEACON SERVICE INC BECKER BUICK-GMC INC BTL LINING INC BUDINGER & ASSOCIATES INC C & C YARD CARE CDW GOVERNMENT INC CPM DEVELOPMENT CORP DBA CERIUM NETWORKS INC CINTAS CORPORATION NO 3 CITY SERVICE VALCON LLC	444.U8	
00000125	CERTON NETWORKS INC	14,159.44	
00000125	CINIAS CURPURATION NO 3	4,396.07	
80086127	CITY SERVICE VALCON LLC CLEARSPAN FABRIC STRUCTURES	22,494.00 12,226.67	
80086128	CLEARSPAN FABRIC STRUCTURES	12,226.67	
80086129	COEUR D'ALENE SERVICE STATIO	3,141.55	
80086130		170.05	
80086131	COMPUNET INC	20,027.36	

RUN NO: 01

80086132 CONNELL OIL INC 80086133 CONTROL SOLUTIONS NW INC 80086134 COPIERS NORTHWEST INC 798.86 80086135 CUMMINS NORTHWEST LLC 41,042.81 80086136 CHARLES R DELGADO 1,576.25 80086137 DELL MARKETING LP 36,470.44 80086138 DEXON COMPUTER INC 31,140.00	CHECK #	VENDOR	CITY	LIBRARY	PARKS
80086133 CONTROL SOLUTIONS NW INC       6,317.50         80086134 COPIERS NORTHWEST INC       798.86         80086135 CUMMINS NORTHWEST LLC       41,042.81         80086136 CHARLES R DELGADO       1,576.25         80086137 DELL MARKETING LP       36,470.44         80086138 DEXON COMPUTER INC       31,140.00					
80086134 COPIERS NORTHWEST INC       798.86         80086135 CUMMINS NORTHWEST LLC       41,042.81         80086136 CHARLES R DELGADO       1,576.25         80086137 DELL MARKETING LP       36,470.44         80086138 DEXON COMPUTER INC       31,140.00	80086132	CONNELL OIL INC	11,232.06		
80086135 CUMMINS NORTHWEST LLC       41,042.81         80086136 CHARLES R DELGADO       1,576.25         80086137 DELL MARKETING LP       36,470.44         80086138 DEXON COMPUTER INC       31,140.00	80086133	CONTROL SOLUTIONS NW INC	6,317.50		
80086136 CHARLES R DELGADO       1,576.25         80086137 DELL MARKETING LP       36,470.44         80086138 DEXON COMPUTER INC       31,140.00	80086134	COPIERS NORTHWEST INC	798.86		
80086137 DELL MARKETING LP 36,470.44 80086138 DEXON COMPUTER INC 31,140.00	80086135	CUMMINS NORTHWEST LLC	41,042.81		
80086138 DEXON COMPUTER INC 31,140.00	80086136	CHARLES R DELGADO	1,576.25		
·	80086137	DELL MARKETING LP	36,470.44		
	80086138	DEXON COMPUTER INC	31,140.00		
80086139 EDNETICS INC 41,392.89	80086139	EDNETICS INC	41,392.89		
80086140 ELJAY OIL CO INC 2,678.66	80086140	ELJAY OIL CO INC	2,678.66		

80086141	EMPIREWEST INC	792.79
	ENDRESS+HAUSER INC	5,675.89
	EVERGREEN STATE TOWING LLC	5,858.82
80086144	EXAMINETICS INC	1,325.00
80086145	FASTENAL CO	4,588.61
80086146	FEDERAL EXPRESS CORP/DBA FED	419.24
80086147	GORLEY LOGISTICS LLC	130.35
80086148	FLEETCOR TECHNOLOGIES INC	17,466.68
80086149	GENERAL KINEMATICS CORPORATI	3,909.28
80086150	GMCO CORP	148,697.83
80086151	GORDON TRUCK CENTERS INC DBA	5,999.64
	GRAPHIC ART PRODUCTIONS INC	813.49
80086153	HUGHES FIRE EQUIPMENT INC	4,657.42
	INDUSTRIAL BOLT & SUPPLY INC	
	INLAND ENVIRONMENTAL RESOURC	
	INLAND POWER & LIGHT CO	721.29
	KENWORTH SALES COMPANY	13.53
	KEY CODE MEDIA INC	4,472.52
	FRIENDS OF KSPS	6,267.78
	LANGUAGE LINE SERVICES	51.53
	LINN MACHINE & MFG	43,990.24
	LITHIA OF SPOKANE INC	168.28
	LOOMIS ARMORED US INC	1,056.26
	LAURI WEINMANN	3,219.96
	MARK ANDY INC	1,536.31
	MOSS & BARNETT	329.00
	MOTION AUTO SUPPLY	148.40
	MR CAR WASH	68.00
	NAPA AUTO PARTS	1,654.77
	NEPTUNE TECHNOLOGY GROUP INC	13,795.21
	NORCO INC	1,576.73
	NORLIFT INC	1,295.12
	NORTHSTAR CHEMICAL INC	5,238.53
	OLYMPIC FOUNDRY INC	4,867.83
	OXARC INC	3,080.36
	PACWEST MACHINERY LLC	250.65
	PAPE MACHINERY INC	42.07
	PETE LIEN & SONS INC	31,855.47
	PITNEY BOWES GLOBAL FINANCIA	•
	PMWEB INC	1,125.00
	POLICE STRATEGIES LLC	10,000.00
	PROVIDENCE HEALTH & SERVICES	•
	PROVOST PROFESSIONAL	438.20
00000184	RACOM CORPORATION	3,877.48

RUN NO: 01

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80086185	RIVER PARK SQUARE LLC	2,400.00		
80086186	BRANDSAFWAY SERVICES INC	2,404.72		
80086187	SHERLOCK SERVICES INC	1,375.41		
80086188	SHI CORP	211.28		
80086189	SITEONE LANDSCAPE SUPPLY LLC	317.87		
80086190	SOLID WASTE SYSTEMS INC	553.93		
80086191	SPECIALTY MACHINING & MFG CO	750.01		
80086192	SPOKANE EMERGENCY PHYSICIANS	7,577.41		
80086193	SPOKANE INT'L TRANSLATION/DI	2,000.00		
80086194	SPOKANE POLICE CHAPLAINCY	9,375.00		
80086195	ST ANN PARISH	475.00		
80086196	STANDARD INSURANCE COMPANY	584,098.89		
80086197	STARPLEX CORP	440.00		

80086198	STRONGER INTERNATIONAL	1,625.00
	STRUCTURED COMMUNICATION	4,682.39
	SUMMIT LAW GROUP PLLC	6,270.00
	BRAD L WHITE	910.14
80086202	TACOMA SCREW PRODUCTS INC	272.63
	THERMO KING NORTHWEST	1,104.51
80086204	THOMSON WEST	1,279.74
	TITAN TRUCK EQUIPMENT	1,568.30
	TRANSPORT EQUIPMENT INC	2,140.64
80086207	TWO RIVERS TERMINAL LLC	
80086208	TWO RIVERS TERMINAL LLC UNIVERSAL PROTECTION SERVICE VERIZON WIRELESS	158.74
80086209	VERIZON WIRELESS	270.65
80086210	WA STATE CRIMINAL JUSTICE	36,716.43
80086211	WENDLE FORD NISSAN ISUZU	115.72
80086212	GWP HOLDINGS LLC	1,654.82
80086213	WESTERN STATES EQUIPMENT CO	1,604.93
80086214	WSF LLC	217.17
80086215	WINGFOOT COMMERCIAL TIRE	8,182.75
80086216	YWCA	13,458.67
80086217	SHAMROCK AUTOMOTIVE	1,271.30
80086218	JOHN J DELAY	541.49
80086219	DELTA DENTAL OF WASHINGTON	33,009.06
80086220	KAISER FOUNDATION HEALTH PLA	51,426.70
80086221	NORTH COUNTRY SERVICES LLC	379.81
80086222	VOLT MANAGEMENT CORP	18,000.48

3,451,659.35 113,542.74

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	1/14/2021
01/25/2021		Clerk's File #	CPR 2021-0003
		Renews #	
<b>Submitting Dept</b>	ACCOUNTING	Cross Ref #	
<b>Contact Name/Phone</b>	MICHELLE HUGHES 6320	Project #	
Contact E-Mail	MHUGHES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-ACCOUNTING-PAYROLL		

### **Agenda Wording**

Report of the Mayor of pending payroll claims of previously approved obligations through: January 9, 2021. Payroll check #558247 through check #558319 \$7,685,417.31

### **Summary (Background)**

N/A

Lease? NO Gi	rant related? NO	Public Works? NO	
Fiscal Impact		<b>Budget Account</b>	
Expense <b>\$</b> 7,685,417.3	1	# N/A	
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notifications	<u>s</u>
Dept Head	HUGHES, MICHELLE	Study Session\Other	
<b>Division Director</b>	STOPHER, SALLY	Council Sponsor	
<u>Finance</u>	HUGHES, MICHELLE	<b>Distribution List</b>	
<u>Legal</u>	FAGGIANO, SAM		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
<u>Purchasing</u>			

# PAYROLL RECAP BY FUND PAY PERIOD ENDING january 9, 2020

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	9,488.24
0230	CIVIL SERVICE	31,220.34
0260	CITY CLERK	17,910.40
0320 0330	COUNCIL PUBLIC AFFAIRS / COMMUNICATIONS	42,250.64
0370	ENGINEERING SERVICES	29,225.20 162,230.70
0410	FINANCE	32,039.21
0430	GRANTS MNGMT & FINANCIAL ASSIST	13,628.80
0450	CD/HS DIVISION	8,141.60
0470	HISTORIC PRESERVATION	6,128.90
0500	LEGAL	122,307.88
0520	MAYOR	21,944.80
0550	NEIGHBORHOOD SERVICES	10,448.80
05601	MUNICIPAL COURT	110,820.96
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,663.20
0620	HUMAN RESOURCES	29,117.20
0650	PLANNING SERVICES	44,521.60
0680	POLICE	1,797,596.23
0690	PROBATION SERVICES	38,536.84
0700	PUBLIC DEFENDERS	133,373.57
0750	ECONOMIC DEVELOPMENT	3,601.60
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,671,196.71

FUND	FUND NAME	TOTAL
1100	STREET	341,495.41
1200	CODE ENFORCEMENT	45,363.26
1300	LIBRARY	194,598.45
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	248,913.17
1460	PARKING METER	39,668.82
1510	LAW ENFORCEMENT INFO SYSTEM FUND	17,977.68
1620	PUBLIC SAFETY & JUDICIAL GRANT	17,863.23
1625	PUBLIC SAFETY PERSONNEL	71,689.72
1630	COMBINED COMMUNICATIONS CENTER	39,972.78
1680	CD/HS	56,144.49
1970	EMS FUND	1,538,921.44
4100	WATER	472,661.68
4250	INTEGRATED CAPITAL FUND	47,586.24
4300	SEWER	547,272.10
4480	REFUSE	569,846.08
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	25,077.52
4700	GENERAL SERVICES FUND	149,444.00
5100	FLEET SERVICE	108,022.54
5200	PUBLIC WORKS & UTILITY FUND	51,422.29
5300	MIS	181,044.21
5400	REPROGRAPHICS	9,105.60
5500	PURCHASING	20,116.80
5600	ACCOUNTING SERVICES	107,249.51
5700	MY SPOKANE	28,208.18
5750	PROJECT MANAGEMENT OFFICE	25,316.00
5810	WORKER'S COMPENSATION	16,830.40
5830	SELF-FUNDED MEDICAL/DENTAL	9,160.80
5900	ASSET MANAGEMENT	22,016.19
6060	CITY RETIREMENT	11,232.01
6750	REGIONAL PLAN	0.00

TOTAL 7,685,417.31

## MINUTES OF SPOKANE CITY COUNCIL

# Monday, January 4, 2021

#### **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 Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Fourteenth Updated Proclamation 20-28.14, dated December 8, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through January 11, 2021. The public was encouraged to tune in to the meeting live on Channel 5, at <a href="https://my.spokanecity.org/citycable5/live">https://my.spokanecity.org/citycable5/live</a>, or by calling 408-418-9388 and entering an access code when prompted.

## Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (WebEx), City Council Policy Advisor Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

## Advance Agenda Review

The City Council received an overview from staff on the January 11, 2021, Advance Agenda items.

# Sole Source Contract with Clean Energy (OPR 2020-0756)

Upon briefing the Sole Source Contract with Clean Energy for repairs and maintenance of the City CNG Refueling Station, City staff noted there is an error on the agenda sheet. The agenda item is for one year, with two additional one-year renewals; not four additional one-year renewals.

## Action to Approve January 11, 2021, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the January 11, 2021, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

**Motion** by Council Member Burke, seconded by Council Member Mumm, to approve the Advance Agenda for Monday, January 11, 2021; carried unanimously.

## ADMINISTRATIVE SESSION

## **Current Agenda Review**

The City Council considered the January 4, 2021, Current Agenda.

#### CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Value Blanket with Consolidated Supply (Spokane Valley, WA) for ductile iron service saddles—not to exceed \$75,000 (incl. tax). (OPR 2021-0003 / BID 5366-20)

Purchases of miscellaneous waterworks products in support of the 2021 service season from:

- a. Consolidated Supply (Spokane Valley, WA) for Item 3: Restrained Glands and Item 4: Tapping Sleeves—\$61,234.37 (incl. tax). (OPR 202-0004)
- b. Core & Main (Spokane Valley, WA) for Item 2: Repair Clamps, Item 6: Copper Pipe, Item 7: HDPE Pipe, and Item 9: Gaskets—\$140,954.60 (incl. tax). (OPR 2021-0005)
- c. Ferguson Waterworks (Spokane Valley, WA) for Item 1: Couplings—\$2,408.65 (incl. tax). (OPR 2021-0006)
- d. HD Fowler Company (Spokane Valley, WA) for Item 5: Ductile Iron Fittings, Item 8: Ductile Iron Pipe, Item 10: All Thread & Eye Bolts, Item 11: Air Valves, Item 12: Hydrant Parts—\$138,772.49 (incl. tax). (OPR 2021-0007)

Total purchase value across all suppliers: \$343,370.11 (incl. tax)

Purchase from Freightliner Northwest (Spokane, WA) for a Hydrant Truck Body for the Water Department—\$149,766.64 (incl. tax). (OPR 2021-0008 / BID 4401-17)

Value Blanket Renewal with Salt Distributors, Inc. for Road Salt on an "as needed" basis for the city streets in the winter—\$135,000. (ORP 2019-0217 / RFQ 743-18)

Value Blanket Order with GMCO (formerly Roadhouse) for liquid deicer on an as-needed basis operating under WA State Contract #02714—\$1,400,000 (plus tax). (OPR 2021-0009)

One-year extension with Absolute Drug Testing for random urinalysis testing and results provided to Municipal Court and Probation departments for pretrial and probation monitoring—not to exceed \$65,000. (OPR 2018-0861)

Accept funding from the Dept. of Commerce, subawarded through Spokane County, for the Financial Fraud & Identity Theft grant program for fiscal years 2020-2021 to be used for the procurement of digital forensic software and tools—\$64,486 Revenue. (OPR 2021-0011)

Contract Renewal No. 1 of 4 with BrandSafway Services, LLC (Pasco, WA) for removal and replacement of insulation and cladding at the Waste To Energy Facility from February 1, 2021, through January 31, 2022—not to exceed \$100,000 (incl. taxes). (OPR 2019-1094 / PWITB 5130-19)

Low Bid of Cameron-Reilly, LLC (Spokane) for the 2021 Street Maintenance ADA Ramps Project—\$586,690 (plus tax). An administrative reserve of \$58,669 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (Various Neighborhoods) (OPR 2021-0012 / ENG 2020042)

Low Bid of General Industries (Spokane Valley, WA) for Well Electric Pump #4 Replacement—\$654,258.70 (plus tax). An administrative reserve of \$65,425.87 (plus tax), which is 10% of the contract price, will be set aside. (Chief Gary Park Neighborhood) (OPR 2021-0013 / ENG 2020061)

Three-year Master Contract with William Winkler Company (Newman Lake, WA) for on-call concrete repair services—not to exceed \$325,000 (incl. tax) annually. (OPR 2021-0014 / BID 5359-20)

## Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 11, 2020, total \$6,462,470.15, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,143,955.80. (CPR 2020-0002)
- b. Claims and payments of previously approved obligations, including those of Parks and Library, through December 18, 2020, total \$17,373,314.09, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$13,363,283.63. (CPR 2020-0002)
- c. Claims and payments of previously approved obligations, including those of Parks and Library, through December 25, 2020, total \$5,952,951.93, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,427,434.04. (CPR 2020-0002)
- d. Payroll claims of previously approved obligations through December 12, 2020: \$7,177,646.04. (CPR 2020-0003)

e. Payroll claims of previously approved obligations through December 26, 2020: \$7,454,225.84. (CPR 2020-0003)

City Council Meeting Minutes: December 7, December 10, and December 14, 2020. (CPR 2020-0013)

Interlocal Agreement with Spokane Transit Authority (OPR 2021-0010) (Taken separately) Upon 6-1 Voice Vote (Council Member Burke voting "no"), the City Council approved the Interlocal Agreement between Spokane Police Department and Spokane Transit Authority to provide a safe and secure environment in the downtown area from January 1, 2021, through December 31, 2023—\$353,400 total revenue or \$117,800/yr. (OPR 2021-0011)

## **Council Recess/Executive Session**

The City Council adjourned at 4:24 p.m. and immediately reconvened into a virtual Executive Session to discuss collective bargaining and litigation matters until 5:30 p.m., at which time the 3:30 p.m. Briefing and Administrative Sessions also ended. City Attorney Mike Ormsby was present for the Executive Session. In addition, Special Counsel Beth Kennar was present for the discussion on collective bargaining. The City Council reconvened at 6:04 p.m. for the Legislative Session.

## LEGISLATIVE SESSION

#### Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Council Policy Advisor Brian McClatchey (WebEx) and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

## MAYORAL PROCLAMATION

January 2021 Slavery and Human Trafficking Prevention and Awareness Month Council Member Kinnear read the proclamation. The proclamation encourages all citizens to become informed on this growing problem, to be vigilant, and report suspicious activity and to work toward solutions to end trafficking in all its forms in our community. Mabel Elsom of Lutheran Community Services NW spoke regarding the proclamation.

There was no City Administration Report.

# **BOARD AND COMMISSION APPOINTMENTS**

Spokane Park Board (CPR 1981-0040) and Bicycle Advisory Board (CPR 1992-0059) Upon Unanimous Voice Vote (in the affirmative), the City Council approved (and thereby confirmed), the following appointments:

## Spokane Park Board (CPR 1981-0040)

Reappointment of Jennifer Ogden to a five-year term, from February 2, 2021, to February 3, 2026.

# Bicycle Advisory Board (CPR 1992-0059)

- Appointment of Satish Shrestha as an at-large member to a three-year term, from January 4, 2021, to January 5, 2024.
- Appointment of Rian Hidalgo as a youth member to a three-year term, from January 4, 2021 to January 5, 2024.

There were no **Council Committee reports**.

First Open Forum was not held.

## **LEGISLATIVE AGENDA**

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

## **RESOLUTIONS**

## **Resolution 2021-0001**

**Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2021-0001** declaring GPI Strategies Corporation a sole source online computer based trainer provider, and authorizing the City of Spokane to directly enter into a contract with GPI Strategies, for a period of five years, in lieu of public bidding for maintaining annual OSHA compliance training requirements.

There were no **Final Reading Ordinances**.

#### FIRST READING ORDINANCES

**ORD C36000** Relating to authorized military organizations and creating a new section

10.10.035 of the Spokane Municipal Code. (Council Sponsor: Council

President Beggs)

**ORD C36001** (To be considered under Hearings Item H1.b.)

There were no **Special Considerations**.

#### **HEARINGS**

Hearing on Vacation of the Alley bounded Bismark Avenue and Central Avenue and Related First Reading Ordinance C36001

The Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services and the opportunity for public testimony, with no individuals speaking, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **approved, subject to conditions** (in the Street Vacation Report dated November 12, 2020,), the vacation of the alley bordered by Riverside Avenue, Sprague Avenue, Helena Street, and Madelia Street.

In conjunction with the hearing, Ordinance C36001—vacating the alley bordered by Riverside Avenue, Sprague Avenue, Helena Street, and Madelia Street—was read for the first time, with further action deferred.

#### SECOND OPEN FORUM

**Nicolette Ogletree** spoke regarding mosquito devices.

## **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:22 p.m.

Minutes prepared and submitted for publication in the January 13, 2021, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on	, 2021.
Breean Beggs	
City Council President	

# STUDY SESSION MEETING MINUTES SPOKANE CITY COUNCIL Thursday, January 7, 2021

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:01 a.m. in the City Council Chambers, Lower Level - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present via Webex. The public was encouraged to tune in to the meeting live on Channel 5. at https://my.spokanecity.org/citycable5/live, or by calling in.

Pursuant to Governor Jay Inslee's Fourteenth Updated Proclamation 20-28.14, on December 8, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through January 11, 2021.

The purpose of the meeting was to hold discussion on the following topics:

- Housing Action Plan
- Council Boards and Commissions Appointments
- Council Rules and Updates
- Council Communications Update

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 12:41 p.m.

Minutes prepared and s Gazette.	submitted for	publication	in the Ja	anuary 20,	2021,	issue	of the	Officia
Terri L. Pfister, MMC Spokane City Clerk								
Approved by City Counc	cil on	, 2	2021.					

Breean Beggs City Council President

SPOKANE Agenda Sheet	Date Rec'd	1/14/2021			
01/25/2021		Clerk's File #	RES 2021-0003		
		Renews #			
<b>Submitting Dept</b>	CITY COUNCIL	Cross Ref #			
<b>Contact Name/Phone</b>	HANNAHLEE 625-6714	Project #			
	ALLERS				
Contact E-Mail	HALLERS@SPOKANECITY.ORG	<u>Bid #</u>			
Agenda Item Type	Boards and Commissions	Requisition #			
	Appointments				
Agenda Item Name 0320 - UPDATE TO 2021 COUNCIL BOARDS AND COMMISSIONS					
	APPOINTMENTS				

# **Agenda Wording**

Motion to substitute the attachment to Resolution 2021-0003, passed by City Council on January 11, 2021, with the attached update, replacing CM Mumm with CM Wilkerson on the Fire Pension Board.

# **Summary (Background)**

As the Chair of the Finance and Administration Committee in 2021, CM Wilkerson should serve on the Fire Pension Board in place of CM Mumm.

Lease?	NO (	Grant related?	NO	Public Works?	NO	
Fiscal Impact			Budget Account			
Select	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approv	/als			Council Notifications		
Dept He	<u>ead</u>	ALLERS, HAN	NAHLEE	Study Sessio	n\Other	N/A
Division	n Director			Council Spon	sor	CP Beggs
Finance	2			<u>Distribution List</u>		
<u>Legal</u>						
For the	<u>Mayor</u>	ORMSBY, MI	CHAEL			
Additio	onal Approva	<u>ls</u>				
Purcha	<u>sing</u>					
	·					

Committee/Board	2021 (updated 1.14.21)					
Council President Pro-Tem	Mumm					
Standing Council Committees						
Urban Development	Chair: Stratton; Vice: Burke					
Finance & Administration	Chair: Wilkerson; Vice: Mumm					
Public Infrastructure, Environment & Sustainability	Chair: Beggs; Vice: Cathcart					
Public Safety & Community Health	Chair: Kinnear; Vice: Cathcart					
Boards and Commissions	5					
911 Integrated Response Committee	Beggs, Kinnear, Mumm					
Aging and Long Term Care	Stratton					
Airport Board	Beggs					
Association of Washington Cities Board	Mumm					
Board of Health	Beggs, Stratton, Wilkerson					
Budget	Beggs, Kinnear, Wilkerson					
Community Assembly	Rotates					
Community Health and Human Services	Burke, Wilkerson					
C.O.P.S.	Stratton					
Docketing	Kinnear, Mumm, Stratton					
Downtown Spokane BID Board	Stratton					
Downtown BID RFP Committee	Beggs, Kinnear, Stratton					
Fire Pension (must include Finance Chair)	Cathcart, Wilkerson					
Growth Management Act Steering Committee of Elected Officials	Beggs, Burke, Mumm					
Human Rights Commission	Wilkerson					
Investment Committee	Mumm					
Legislative Team	Beggs, Burke, Mumm					
Library Board	Burke					
Lodging Tax Advisory Committee (PFD)	Wilkerson					
Lodging Tax Advisory Committee (1.3%)	Wilkerson					
Mayor's Economic Advisory Committee	Rotates					
Park Board	Cathcart					
Park Board Exec Committee	Cathcart					
Parking Advisory Committee	Kinnear, Stratton					
Partnership Policy (Schools, Parks, Libraries)	Beggs, Kinnear					
Plan Commission	Kinnear					
Plan Commission - Transportation Sub.	Cathcart					
Priority Spokane	Burke					
Police Advisory Committee	Cathcart					
Police Pension	Cathcart, Beggs					
Regional Governance Committee	Beggs					
Spokane Arts	Stratton					
Spokane Employees Retirement Board	Cathcart					
Spokane Regional Law and Justice	Beggs					
Spokane Regional Solid Waste Liaison Board	Stratton					
Spokane Regional Transportation Council	Kinnear, Mumm					
Spokane Transit Authority (STA)	Burke, Kinnear, Mumm, Stratton					
STA Central City Line	Kinnear					
Strategic Planning Committee	Beggs, Kinnear, Stratton					
TPA Commission/Hotel Motel Commission	Wilkerson					
Traffic Calming/PhotoRed	Beggs, Burke, Stratton					
University District PDA	Beggs					
Visit Spokane	Wilkerson					
West Plains PDA/S3R3	Beggs					
The Yard PDA	Cathcart					
THE TOTAL DA	Cathourt					

SPOKANE Agenda Sheet	Date Rec'd	12/29/2020	
01/11/2021	Clerk's File #	RES 2021-0006	
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
<b>Contact Name/Phone</b>	NATHANIEL J. ODLE 6288	Project #	
Contact E-Mail	NODLE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	PAID THRU
		-	CLAIMS
Agenda Item Name	0500 SETTLEMENT RESOLUTION		_

# **Agenda Wording**

A Resolution approving Settlement Agreement and General Release of All Claims of Jessica Warren settled through mediation.

# **Summary (Background)**

Approving settlement of claim following mediation conducted with Frank Hoover for \$200,000.00.

Lease?	NO Gr	ant related? NO	Public Works? NO		
Fiscal I	mpact		Budget Account		
Expense	<b>\$</b> \$200,000.00		# 5800-78100-19000-5460	)1	
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approv	als_		Council Notifications		
Dept Hea	ad .	PICCOLO, MIKE	Study Session\Other	01.04.2021 Committee	
Division	Director		Council Sponsor	Lori Kinnear	
<u>Finance</u>		BUSTOS, KIM	<u>Distribution List</u>		
<u>Legal</u>		PICCOLO, MIKE	nodle@spokanecity.org		
For the I	<u>Mayor</u>	ORMSBY, MICHAEL	tstrothman@spokanecity.c	org	
Additio	nal Approvals		mormsby@spokanecity.org		
Purchasing		rkokot@spokanecity.org			
RISK MANAGEMENT STOPHER, SALLY		STOPHER, SALLY			

# **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 12/17/2020 Type of expe	nditure: Goods O Services O							
Department: Legal								
Approving Supervisor: Michael C. Ormsby								
Amount of Proposed Expenditure: \$200	,000.00							
Funding Source: 5800-78100-19000-5460	I (Risk)							
Please verify correct funding sources. Please funding source.	ease indicate breakdown if more than							
Why is this expenditure necessary now?								
To receive executed release of all claim pursuant to	a Settlement Agreement.							
Milest and the immediate of announces and defend								
What are the impacts if expenses are deference N/A	rear							
What alternative resources have been considered?  N/A								
Description of the goods or service and any additional information?  N/A								
Person Submitting Form/Contact: Michael C. Ormsby								
FINANCE SIGNATURE: Tonya Wallace	CITY ADMINISTRATOR SIGNATURE:  Scott Simmons							

# RESOLUTION RE SETTLEMENT OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Jessica Warren ("Claimant") on July 20, 2020, arising out of an incident on or about September 17, 2019, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of TWO HUNDRED THOUSAND DOLLARDS AND NO/100 (\$200,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00), TO BE PAID TO Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages, or other relief.

PASSED the City Council this	day of	, 2021.
	City Clerk	
Approved as to form:		
	_	



OFFICE OF THE CITY CLERK 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3342 509.625.6350

November 23, 2020

City Clerk File No.: ORD C35924

# **COUNCIL ACTION MEMORANDUM**

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE COMPANY FRANCHISE (Deferred from November 2, 2020, Advance Agenda)

During its 3:30 p.m. Briefing Session held virtually Monday, November 23, 2020, upon review of the above-referenced item on the November 30, 2020, Advance Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Member Cathcart, **to defer** to January 25, 2021, Final Reading Ordinance C35924—Granting Yellowstone Pipeline Company, a corporation, chattered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of way within and through the City of Spokane, Spokane County, WA—**carried unanimously.** 



October 26, 2020

City Clerk File No.: ORD C35924

# COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE COMPANY FRANCHISE

During its 3:30 p.m. Briefing Session held virtually Monday, October 26, 2020, upon review of the November 2, 2020, Advance Agenda, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Stratton, to defer Final Reading Ordinance C35924—granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane—to November 30, 2020; carried unanimously.



OFFICE OF THE CITY CLERK 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3342 509.625.6350

October 5, 2020

City Clerk File No.: ORD C35924

# **COUNCIL ACTION MEMORANDUM**

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE COMPANY FRANCHISE

During its 3:30 p.m. Briefing Session held virtually Monday, October 5, 2020, upon review of the October 12, 2020, Advance Agenda, and after Council discussion, the following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Stratton, to defer Final Reading Ordinance C35924—granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA—to November 2, 2020; carried unanimously (Council Member Kinnear absent).



OFFICE OF THE CITY CLERK 808 W. Spokane Falls Bind. Spokane, Washington 99201-3342 509.625.6350

September 21, 2020

City Clerk File No.: ORD C35924

# COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE COMPANY FRANCHISE

During its 3:30 p.m. Administrative Session held virtually Monday, September 21, 2020, upon review of the September 21 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Kinnear, seconded by Council Members Cathcart and Stratton, **to defer** Final Reading Ordinance C35924—granting Yellowstone Pipe Line Company, a corporation, Chartered in the State of Delaware, the nonexclusive right, privilege, authority and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-ofway within and through the City of Spokane, Spokane County, WA—for three weeks (to October 12, 2020); **carried unanimously.** 

SPOKANE Agenda Sheet	<b>Date Rec'd</b>	8/5/2020	
08/17/2020	Clerk's File #	ORD C35924	
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
<b>Contact Name/Phone</b>	TIM 6225	Project #	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	HISE		

# **Agenda Wording**

Ordinance granting Yellowstone Pipeline Company, a Delaware corp., the nonexclusive right, privilege, authority & franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together w/ equipment

# Summary (Background)

Summary/ Background: The City and Yellowstone Pipeline (YPL) have been involved in petroleum franchise renewal negotiations over the past 15 years. The excessive length of the negotiations was due to a Federal legal appeals, corporate reorganization and addressing safety compliance and environmental concerns. There was an independent safety compliance audit conducted by Southwest Research Institute on YPL's integrity management program. The report found YPL to be in compliance.

Fiscal Impact	Grant related?	NO	<b>Budget Account</b>			
	Public Works?	NO				
Revenue \$ 25,0	00 Annually		# 0020-88100-99999-3219	91-30028		
Select \$			#			
Select \$			#			
Select \$			#			
Approvals			Council Notification	Council Notifications		
Dept Head	PICCOLO	), MIKE	Study Session\Other	Finance - 10/21/19		
<b>Division Director</b>			Council Sponsor	Michael Cathcart		
<u>Finance</u>	BUSTOS	, KIM	Distribution List			
Legal	PICCOLO	), MIKE	jsakamoto@spokanecity.o	rg		
For the Mayor	ORMSBY	, MICHAEL	sburns@spokanecity.org			
Additional App	rovals		Jimmy.R.Greene@p66.com	า		
<u>Purchasing</u>			richard.kuhling@painehamblen.com			
			kbustos@spokanecity.org			
			budget@spokanecity.org			

# **Expenditure Control Form**



- 1. All requests being made must be accompanied by this form.
- 2. Route <u>ALL</u> requests to the Finance Department for signature.
- 3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

<b>Today's Date:</b> 7/29/2020	Type of expenditur	e: Goods 💿	Services 🔘
Department: Legal			
Approving Supervisor:			
Amount of Proposed Expenditure: N/A			
Funding Source: N/A			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure nec	essary now?		
What are the impacts if exp	enses are deferred?		
What alternative resources have been considered?  N/A			
Description of the goods or service and any additional information?  N/A			
Person Submitting Form/Contact: Tim Szambelan			
FINANCE SIGNATURE:		ITY ADMINISTRA	ATOR SIGNATURE:

#### Ordinance C35924

AN ORDINANCE GRANTING YELLOWSTONE PIPE LINE COMPANY, A CORPORATION, CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Yellowstone Pipe Line Company (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive Franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

## **Section 1.** Definitions of Franchise Terms.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

- 1.1 <u>Aquifer</u> shall mean the Spokane-Rathdrum aquifer, a federally designated "sole source" aquifer that serves as the City of Spokane's sole source of drinking water.
- 1.2 <u>Baseline Assessment</u> shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee's Facilities within the Franchise Area.
- 1.3 <u>City's Representative</u> shall mean the person designated by the Mayor to administer this Franchise for the City. The City's Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.
- 1.4 <u>Construct or Construction</u> shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.
- 1.5 <u>Control Center</u> shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.
- 1.6 <u>Effective Date</u> shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.
- 1.7 <u>Emergency Incident</u> shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery,

requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

- Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantees facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70A.300 RCW; and the Washington Model Toxics Control Act, Chapter 70A.305 RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.
- 1.9 <u>Emergency Incident Response Plan</u> shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.
- 1.10 <u>Facilities</u> shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.
- 1.11 <u>Franchise</u> shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

- 1.12 <u>Franchise Area</u> shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities or any new Facilities approved by the City under the provisions of this Franchise.
- 1.13 <u>Hazardous Substance</u> shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.
- 1.14 <u>High Consequence Area</u> shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.
- 1.15 <u>Improvement or Improve</u> shall mean change to the Facilities or installation of new Facilities.
- 1.16 <u>Jurisdictional Agency or Agencies</u> shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.
- 1.17 <u>Maintenance or Maintain</u> shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.
- 1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

- 1.19 <u>Pipeline Corridor</u> shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (b)).
- 1.20 <u>Petroleum or Petroleum Products</u> shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee's Facilities, as specified by the regulations of Jurisdictional Agencies.
- 1.21 <u>Premises</u> shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.
- 1.22 <u>Procedures Manual</u> shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.
- 1.23 <u>Public Project</u> shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.
- 1.24 <u>Public Needs</u> shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

- 1.25 <u>Public Property</u> shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.
- 1.26 <u>Rights-of-Way</u> shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.
- 1.27 Third party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.
- 1.28 <u>Wellhead Influence Zone</u> shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "B".
- 1.29 <u>Writing or Written</u> shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

## **Section 2.** Grant of Franchise Authority.

## 2.1 <u>Purpose of Franchise</u>.

(a) The City hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

- (b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.
- (c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's facilities shall be filed with the City within 14 days of the changes.

## 2.2 <u>Scope of Franchise</u>.

- (a) <u>Existing Facilities</u>. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.
- (b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations

(1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

- permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.
- (d) <u>Facilities on Park Property</u>. This Franchise does not in any way expand or diminish the rights of either the City or the Grantee with respect to any previous authorization granted by the Spokane City Park Board for any portions of Grantee's Facilities located on City Park property.
- (e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

## 2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public

Property for the Operation and Maintenance of its Facilities within the Franchise Area. This agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

- (b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.
- 2.4 <u>Franchise Conditioned on Grantee's Compliance</u>. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.
- 2.5 <u>Franchise Does Not Create Liability for City</u>. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 <u>Franchise is Not Warranty of Title</u>. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

# 2.7 Vacation of Public Right-of-Way; Retention of Easement.

- (a) This Franchise grant remains subject to the City's power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City's ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.
- (b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.
- (c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.
- 2.8 <u>Franchise Grants No Rights in Other Public Property.</u> This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 <u>Municipal Powers Not Affected by Franchise</u>. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

## Section 3. <u>Term and Renewal or Extension of Franchise.</u>

- 3.1 <u>Term of Franchise</u>. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12, and shall remain in effect for twenty-five (25) years from the Effective Date.
- 3.2 <u>Failure to Renew Franchise</u>. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.
- 3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

## Section 4. <u>Assignment and Transfer of Franchise</u>.

4.1 <u>No Transfer of Franchise without City Consent</u>. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or

involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

# 4.2 Requirements of City Approval of Transfer of Franchise.

- (a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.
- (b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.
- (c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.
- (d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.
- (e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a

bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 <u>City Failure to Enforce Franchise No Bar to Future Enforcement</u>. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

# Section 5. Compliance with State and Federal Laws.

- 5.1 Compliance with State and Federal Law a Material Term of Franchise.
- (a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195 Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.
- (b) Grantee stipulates that the Aquifer is a "High Consequence Area" and an "unusually sensitive area" as defined in applicable regulations of Jurisdictional Agencies. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of all applicable regulations of Jurisdictional Agencies regarding High Consequence Areas.

## Section 6. Construction and Maintenance of Facilities.

6.1 <u>Application</u>. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

## 6.2 Permits Required for Construction and Maintenance Work.

- (a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.
- (b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:
- (1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and
- (2) Grantee shall, promptly thereafter, obtain any necessary permits for the Emergency work from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.
- 6.3 <u>Construction and Maintenance Work to Comply with Plans</u>. Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's opinion necessary to protect the public health and

safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

## 6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

- (a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.
- (b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.
- (c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repayed.
- (d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 <u>Components of Facilities to Meet Regulatory Standards</u>. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

## 6.6 Notice to be Given Prior to Construction and Maintenance.

- (a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.
- (b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.
- 6.7 <u>City's Right to Condition Permits</u>. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

#### 6.8 Grantee to Restore Premises.

- (a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.
- (b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.
- 6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.
- 6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the

location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 <u>Grantee to Fix Pipeline Location</u>. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project, and may recover costs for non-Public Projects as provided in Section 8.3.

## 6.12 <u>As-Built Drawings of Facilities</u>.

- (a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.
- (b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

- (c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantees drawings, maps, or any proprietary information be protected as confidential under the following conditions:
- (1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY YELLOWSTONE PIPE LINE COMPANY".
- (2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.
- (3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.
- 6.13 <u>City Has No Obligation to Certify Sufficiency of Plans</u>. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed

or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

## 6.14 Grantee Responsible for Construction Area.

- (a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.
- (b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

#### Section 7. Operations, Maintenance, Inspection, Testing.

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident

Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

## 7.2 Reports, Tests, Inspections.

- (a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.
- (b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

## 7.3 <u>Grantee's Notice to City of Testing of Facilities.</u>

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantees Facilities.

- (b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.
- 7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In each year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.
- 7.5 <u>Independent Consultant.</u> Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third

Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

## Section 8. <u>Encroachment Management.</u>

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

- 8.2 <u>Inspections of surface conditions</u>. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.
  - 8.3 Encroachment Response Procedure.

- (a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.
- (b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work
- (c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

## 8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor by excavating (pot holing) at no expense to the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

- (b) Because precise damages are difficult to ascertain, for failure to respond within a specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a ten (10) day period has elapsed without a satisfactory response.
- 8.5 <u>Inspection of Third Party Excavation</u>. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;
- (a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,
- (b) The construction work or other activity did not abnormally load the Grantee's Facilities and,
- (c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

#### Section 9. Leaks, Spills, Ruptures, and Emergency Response.

- 9.1 Grantee Shall Have Remote Monitoring System.
- (a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.
- (b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control

Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290 Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

- (c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan in full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.
- (d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.
- (e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.
- 9.2 <u>Grantee Responsible for Costs of Clean-Up.</u> Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City[GJR(1], [GJR(2]] Grantee shall

be solely responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs All such costs shall be considered extraordinary costs that shall not be born by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or hazardous substances from Grantees Facilities.

## 9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

- (a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.
- (b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.
- (c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

#### 9.4 City May Investigate Any Leaks From Grantee's Facilities.

- (a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.
- (b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars (\$50,000) per incident for incidents up to ten barrels product loss and a maximum of \$100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and

confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

#### 9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

- (a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit "C". All Emergency Flow Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.
- (b) Emergency Flow Restriction Devices Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Parkwater Well station near Felts Field municipal airport. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

- (c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.
- 9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

## Section 10. Required Relocation of Facilities for Public Project.

## 10.1 Public Project.

- (a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.
- (b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.
- (c) In the event the Grantee relocates or otherwise modifies its facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and

does not complete the Public Project, the Grantee may invoke the Dispute Resolution Section Procedures and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

# 10.2 Relocation of Facilities by Grantee.

- (a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses form persons other than the City responsible for the relocation request.
- (b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.
- (c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.
- (d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the

Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City.

- 10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.
- 10.4 <u>Requested Relocation within 5 Years</u>. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

## Section 11. Removal of Grantee's Facilities - Abandonment in Place.

#### 11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be permitted by Section 11.2), within one hundred and eighty days (180) after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

- (b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.
- (c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.
- (d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.
- (e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises, or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

#### 11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility

ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

- (b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.
- (c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.
- 11.3 <u>Grantee's Abandonment of Facilities Requirement of Bond.</u> The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.
- 11.4 <u>Requirements of this Section Survives Franchise Termination</u>. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

#### Section 12. <u>Violations, Remedies and Termination</u>.

12.1 <u>City's Remedies for Violations</u>. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following

remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

- (a) <u>Liquidated Damages for Delay</u>. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of \$1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the first day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.
- (b) <u>Termination of Franchise</u>. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.
- (c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 <u>Termination of Franchise Requires Vote of City Council</u>. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

## 12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

## 12.4 Grantee's Obligations Upon Termination of Franchise.

- (a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.
- (b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.
- (c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

#### 12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

- (a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee's compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.
- (b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.
- Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

#### Section 13. <u>Dipsute Resolution.</u>

13.1 <u>Resolution of Disputes by Franchise Administrators</u>. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee

to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

- 13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.
- 13.3 <u>Judicial Remedy</u>. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.
- 13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution Process, but this shall not affect either Party's right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

#### **Section 14.** Indemnification.

14.1 <u>General Indemnification</u>. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and

claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak, spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

#### 14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise,

including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

- (1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or
- (2) Any release of Petroleum Products or other Hazardous Substances from the Grantee's Facilities within the Franchise Area; or
- (3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.
  - (b) This indemnity includes but is not limited to:
- (1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;
- (2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other hazardous substances from Grantee's Facilities, including the reasonable costs of assessing such damages;
- (3) Liability for any other person's costs, including the City's (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;
- (4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

- (5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.
- (c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.
- 14.3 <u>Indemnity Obligations Survive Termination</u>. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

## Section 15. Insurance and Bond Requirements.

## 15.1 <u>Insurance Requirement</u>.

- (a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars (\$100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the effective date of this Franchise, either party may request in writing that both parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The parties agree to meet and discuss this matter in good faith, but neither party is obligated to agree to an adjustment of the Insurance Requirement.
  - (b) Grantee is permitted to self-insure a portion of the total amount of insurance

required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars (\$25,000,000). In lieu of a policy of insurance, a portion or the entire amount of coverage above Grantee's self-insured portion may, at Grantee's option, be met by one or more Guarantees from Grantee's ownership interests, substantially in the form as the template Guaranty attached as Exhibit B. The Grantee shall notify the City of change of ownership of any of the Guarantees or insolvency of any Guarantee.

- 15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.
- 15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.
- Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

#### Section 16. Receivership or Foreclosure of Grantee.

- 16.1 <u>Notice to City Bankruptcy</u>. Grantee shall immediately notify the City in Writing if Grantee:
- (a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; or
- (b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or
- (c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.
- 16.2 <u>Notice to City -- Foreclosure</u>. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.
- 16.3 <u>City's Right to Terminate Franchise Upon Appointment of Receiver</u>. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:
- (a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

- (b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.
- 16.4 <u>City's Right to Seek Injunctive Relief.</u> Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

#### **Section 17. Annual Franchise Fee and Costs.**

17.1 <u>Franchise Fee</u>. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year (\$25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

- 17.2 <u>Fee Payment in Installments</u>. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.
- 17.3 <u>Interest on Late Payments</u>. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City's administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

## Section 18. <u>Legal Relations; Charter Requirements.</u>

- 18.1 <u>No Relationship Created by Grant of Franchise</u>. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.
- No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

- 18.3 <u>Workers' Compensation Immunity Waiver</u>. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.
- 18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.
- 18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.
- 18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.
- As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

#### Section 19: Miscellaneous.

- 19.1 <u>Interpretation and Venue</u>. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.
- 19.2 <u>Amendment or Modification of Franchise</u>. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.
- 19.3 <u>Time is of the Essence</u>. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

## 19.5 Section Headings.

- (a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.
- (b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.
- 19.6 <u>No Third Party Liability</u>. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.
- 19.7 <u>Successors and Assignees Bound by Franchise</u>. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.
- 19.8 <u>Notice Requirements</u>. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at

the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

To the Grantee:

Representative 808 W. Spokane Falls Blvd. Spokane, WA 99201 Real Estate Services PO Box 7500 Bartlesville, OK

Copy to:
Office of the City Attorney
5<sup>th</sup> Floor City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

- 19.9 <u>Authority of Parties to Execute Franchise</u>. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.
- 19.10 <u>Franchise Supersedes All Previous Agreements</u>. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between the Parties pertaining to

Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

#### 19.11 Purpose of Franchise; Acceptance of Franchise.

- (a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.
- (b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

<b>PASSED</b> by the City Council this	day of	, 2020
	Council President	
Attest:	Approved as to Form	
City Clerk	Assistant City Attorn	ney
Mayor	Date	<del> </del>
	Effective Date	

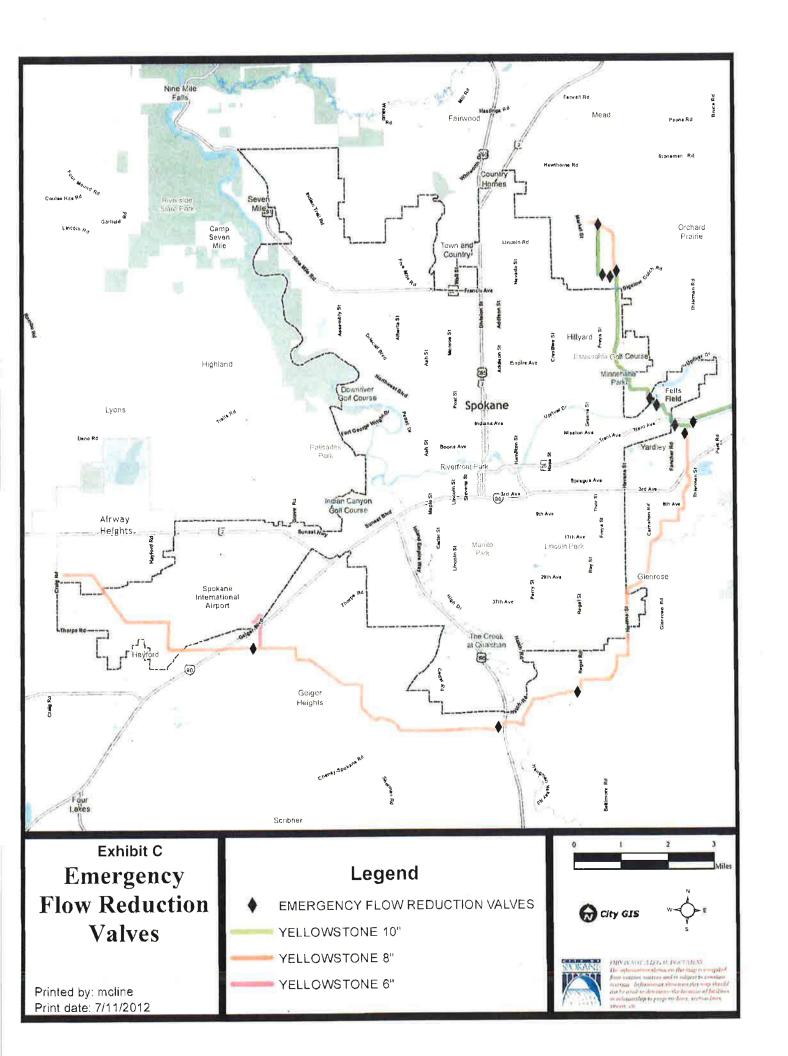
# UNCONDITIONAL ACCEPTANCE BY GRANTEE

I, the undersigned official of Yellowst	one Pipe Line Company, am authorized to bind
Yellowstone Pipe Line Company and to uncon	aditionally accept the terms and conditions of the
foregoing Franchise (Ordinance No. C	), which are hereby accepted by Yellowstone
Pipe Line Company this day of	, 2020.
Yellowstone Pipe Line Company	
By:	
Name:	
Title:	



## **EXHIBIT B**

## **GUARANTEE DOCUMENT**



## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: September 21, 2020

RECEIVED

		NOV 0 6 2020	Clerk's File No.		
TO:	Eldon Brown Developer Services	CITY CLERK S OFFICE	ORD C35937		
FROM:	·	CHY OLENNO STITIOL			
RE:	Vacation of various right-of-ways south of East North foothills Drive and west of Perry Street.				
Attached	I is a copy of Ordinance (	C35937 for the vacation of:			
	Various right-of-ways sou	uth of East North foothills Drive and we	st of Perry Street.		
This ordinance was read for the first time on September 21, 2020, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Principal Engineer, is returned to the City Clerk's Office.					
City Clerk 9/21/2020 Date					
Precedent conditions have been met and Ordinance C35937 is hereby returned for Final Reading.					
Eldon Brown					
	Principal Engineer – Developer Services				
		ed: 11/06/20			

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	12/9/2020
01/25/2021	Clerk's File #	ORD C35998	
		Renews #	
<b>Submitting Dept</b>	CITY COUNCIL	Cross Ref #	
<b>Contact Name/Phone</b>	BREEAN BEGGS 625-6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name 0320 - REQUIRING SUPERMAJORITY V		OTE FOR PERSONNEL	COST INTRAFUND
	TRANSFERS		

## **Agenda Wording**

An ordinance requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane Municipal Code.

#### **Summary (Background)**

This ordinance would require the affirmative vote of one more than a majority of all Council Members to transfer budgeted personnel costs from one budgeted line to another within the same fund, or to a non-personnel line item within the same fund.

Lease? NO G	Grant related? NO	Public Works? NO	
Fiscal Impact		<b>Budget Account</b>	
Neutral \$		#	
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	Study Session\Other	FA Comm., 8/17/20
<b>Division Director</b>		Council Sponsor	CP Beggs
<u>Finance</u>		<b>Distribution List</b>	
<u>Legal</u>	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
<u>Purchasing</u>			

#### ORDINANCE NO. C35998

An ordinance requiring a supermajority Council vote for the approval of intrafund transfers of budgeted personnel expenses to a non-personnel line item or between departments; amending section 07.09.010 of the Spokane Municipal Code.

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

**Section 1.** That section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

#### Section 07.09.010 Permitted When

- A. Intrafund budget transfers may be made during the current fiscal year by order of the mayor, or in the library fund by the library director, or in the park fund by the director of parks and recreation; provided, however, that the following transfers shall not occur unless approved by an ordinance passed by the vote of one more than the majority of all members of the city council:
  - 1. The creation or abolishment of employee positions, except for:
    - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
    - b. progressive promotions, certification advancements or position reclassifications of classified employees governed by civil service rules or bargaining unit contracts.
  - 2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund.
  - 3. All transfers from a budgeted line-item to a defunded line item as adopted by the City Council.
  - 4. Effective January 1, 2021, all transfers of budgeted personnel expenses (salaries and/or benefits) to a non-personnel line item (does not apply to Library, Parks, or other similar department governed by a separately appointed Board or Commission).
  - 5. <u>All transfers of budgeted personnel expenses (salaries and/or benefits)</u> from one department to another department within the same Fund.
  - ((4-))6. Emergencies as specified in state law or City charter.
- B. Provided, further, that the following transfers shall be approved by ordinance passed by a majority of all members of the city council:

- 1. Changes to the wages, hours and conditions of employment of appointive employees.
- 2. Adjustments to the salary or compensation of City officers, assistants and employees.

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date
	Effective Date

SPOKANE Agenda Sheet	Date Rec'd	12/9/2020	
01/25/2021	Clerk's File #	ORD C35999	
		Renews #	
<b>Submitting Dept</b>	CITY COUNCIL	Cross Ref #	
<b>Contact Name/Phone</b>	BREEAN BEGGS 625-6254	Project #	
Contact E-Mail	BBEGGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0320 - ESTABLISHING A STRATEGIC RESERVE ACCOUNT, AMENDING		
	ALLOCATION METHOD		

## **Agenda Wording**

An ordinance establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal Code.

#### **Summary (Background)**

This ordinance would establish a strategic reserve fund within the general fund and require that positive fund balances to be allocated to reserve funds are defined as net of non-cash items such as unrealized gains/losses and accounts receivable/payable.

Lease? NO	Grant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Neutral \$		#	
Select \$		#	
Select \$		#	
Select \$		#	
<b>Approvals</b>		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	Study Session\Other	FA Comm., 8/17/2020
<b>Division Director</b>		Council Sponsor	CP Beggs
<u>Finance</u>		<b>Distribution List</b>	
<u>Legal</u>	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
<u>Purchasing</u>			

#### ORDINANCE NO. C35999

An ordinance establishing a strategic reserve account within the general fund and establishing a process for the annual allocation of positive General Fund variances; amending section 07.08.010 of the Spokane Municipal Code.

**WHEREAS**, under the City Charter, the City Council adopts an annual budget stating the authorized expenditures for the City's various funds, including the general fund, which was established by SMC 07.08.010; and

**WHEREAS,** from time to time, some amounts of money budgeted by the Council within the general fund for the hiring of personnel are not expended because no hiring action takes place; and

**WHEREAS**, the result of this is that the City's general fund is not used most efficiently and effectively, and potentially directed to purposes other than those to which they were appropriated in the budget adopted by the City Council; and

**WHEREAS,** in order to ensure fidelity to the annual budget adopted by the City Council, and to ensure that the public's money is used in the most efficient and effective manner, the City Council intends to ensure that any funds which were appropriated for personnel hiring but which are not spent are to be transferred into one or more of the City's General Fund segregated reserve accounts which may then be re-appropriated as necessary by City Council action.

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

**Section 1.** That section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

#### Section 07.08.010 General Fund and Reserve Accounts - Establishment

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account shall be funded as follows.
  - 1. At the conclusion of each and every fiscal year commencing with year ((2018)) 2020 and every year thereafter, that year's ((unappropriated))

positive General Fund ((balance)) variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the revenue stabilization account until such time as the revenue stabilization account is funded to the targeted funding level as listed in this section.

- 2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year in accordance with standard special budget ordinance procedures.
- 3. The targeted funding level within the revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
  - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's six-year general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
  - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
    - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
    - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
    - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.

- c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
- d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
  - 1. When the revenue stabilization account is at the targeted funding level as specified in SMC 07.08.010(B)(3), and every year thereafter, that year's remaining ((unappropriated)) positive General Fund ((balance)) variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the contingency reserve account until such time as the contingency reserve account is funded to the targeted funding level as listed in this section.
  - 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year in accordance with standard special budget ordinance procedures.
  - 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.
    - During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's six-year general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.
  - 4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
    - Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
    - b. Unforeseen emergency threatening health and/or safety of the citizens; or
    - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or

- d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
- 5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.

((D. During such time that both the revenue stabilization and contingency reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.

E.The transfers required by SMC 07.08.010(B)(1) and (C)(1) shall be accomplished no later than July 1 of each fiscal year.))

((<del>F.</del>))D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.

- 1. When the revenue stabilization account is at the targeted funding level as specified in SMC 07.08.010(B)(3), and the contingency reserve account is at the targeted funding level as specified in SMC 07.08.010(C)(3), and every year thereafter, that year's remaining positive variance, net of non-cash items such as unrealized gains/losses and accounts receivable/payable, shall be automatically transferred into the strategic reserve account until such time as the strategic reserve account is funded to the targeted funding level as listed in this section.
- 2. Additional funds may be added to the strategic reserve account during the year in accordance with standard special budget ordinance procedures.
- 3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
- 4. <u>Disbursements from the strategic reserve account may be made for the following purposes.</u>
  - a. <u>To fund strategic programs or initiatives in the areas of housing, environmental protection, innovation, or</u>
  - b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
- 5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.
- E. <u>During such time that the revenue stabilization, contingency reserve, and strategic reserve accounts are at the targeted funding levels, any unappropriated fund</u>

balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.

F. The transfers required by SMC 07.08.010(B)(1), (C)(1), and (F)(1) shall be accomplished no later than July 1 of each fiscal year.

PASSED by the City Council on		
	Council President	
Attest:	Approved as to form:	
City Clerk	Assistant City Attorney	
Mayor	Date	
	Effective Date	

SPOKANE Agenda Sheet	Date Rec'd	1/4/2021	
01/25/2021		Clerk's File #	ORD C36003
		Renews #	
<b>Submitting Dept</b>	CUSTOMER EXPERIENCE	Cross Ref #	
<b>Contact Name/Phone</b>	CARLY CORTRIGHT 6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance Requisition #		
Agenda Item Name 5700 - SMC 10.39 SPECIAL EVENT ORD		INANCE	

#### **Agenda Wording**

Updates to City's special event ordinance, including changes to application fee and public safety cost recovery structure, as well as language updates to provide clarity on issuing authority and appeals process.

#### **Summary (Background)**

The current code requires 100% cost recovery for public safety staffing at special events unless otherwise waived by Mayor or Council. The new tiered structure aims to provide more transparency and equality for events. The new application fee structure also aims to address the time spent by City staff coordinating events. Updates were also made to align with business practice regarding issuing authority for events in ROW vs Parks as well as appeals process if application denied.

NO (	Grant related? NO	Public Works? NO	
<u>Impact</u>		Budget Account	
\$		#	
\$		#	
\$		#	
\$		#	
<u>als</u>		Council Notifications	
<u>ad</u>	CORTRIGHT, CARLY	Study Session\Other	PSCHC 12-7-20
<u>Director</u>	ALEXANDER, CUPID	Council Sponsor	Lori Kinnear/Candace
			Mumm
	WALLACE, TONYA	<b>Distribution List</b>	
	PICCOLO, MIKE		
<u>Mayor</u>	ORMSBY, MICHAEL		
nal Approva	<u>ls</u>		
<u>sing</u>			
	s \$ \$ \$ als Director	\$ \$ \$ \$ \$ \$ \$ als ad CORTRIGHT, CARLY Director ALEXANDER, CUPID  WALLACE, TONYA PICCOLO, MIKE ORMSBY, MICHAEL  Onal Approvals	# # # # # # # # # # # # # # # # # # #

# **Briefing Paper Public Safety and Community Health Committee**

Division & Department:	NHHS - ONS		
Subject:	SMC 10.39 Changes		
Date:	12/7/20		
Contact (email & phone):	Mary Muramatsu, mmuramatsu@spokanecity.org, 625-6289		
City Council Sponsor:	Lori Kinnear		
<b>Executive Sponsor:</b>	Carly Cortright		
Committee(s) Impacted:	Public Infrastructure and Environmental Sustainability		
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative		
Alignment: (link agenda item	Budget;		
to guiding document – i.e.,			
Master Plan, Budget , Comp			
Plan, Policy, Charter, Strategic			
Plan)			
Strategic Initiative:	Finance and Administration, Public Safety and Community Health		
Deadline:			
Outcome: (deliverables,	Approval of the SMC Changes		
delivery duties, milestones to			
meet)			

#### Background/History:

SMC 10.39 currently outlines 100% public safety cost recovery for events in the right of way unless waived by City Council or Mayor. Historically, we have completely waived public safety costs for parades and have waived 40% of the costs for Bloomsday, Hoopfest, and Pig Out in the Park in recognition of their economic impact.

Per a Finance and Administration Committee meeting in February of 2020, we are updated SMC 10.39 to reflect a tiered approach to cost recovery that creates better balance between events. The tiers are community events (defined as parades that are open for the community to attend), legacy events with economic impact (Bloomsday, Hoopfest, and Pig Out in the Park), and all other events. The one exception will be for demonstration events which are already capped in the SMC to \$500 maximum cost recovery. The cost recovery model will be 25% for community events, 50% for events with economic impact, and 75% for all other events. This model will only increase our total cost recovery from approximately 37% to 44% (approximately \$27,000), but does create a more equitable approach where every event is both required to cover at least some portion of public safety costs, but every event also has part of the cost waived.

In making these changes to SMC 10.39, we also are recommending some other clean-up of the code in terms of language (references to codes that have since been repealed), better clarity on issuing authority (between the Chief of Police and the Parks Director depending on location of event), and appeals process for permit denials (which previously referred to a different section of the municipal code). None of these changes are a reflection of a change in practice, but simply codify existing procedure.

#### Executive Summary:

- Proposed change to SMC 10.39 for cost recovery for public safety in the right of way; instead of 100% cost recovery, cost recovery would be tiered based on type of event
  - Tiers: 25% for community events such as parades, 50% for three legacy events (Bloomsday, Hoopfest, and Pig Out in the Park), and 75% for all other events

<ul> <li>For the community events, this 25% cost recovery would be phased over two year;</li> <li>the first year would be 12.5%. This would be recognized via an MOU</li> </ul>			
Clean-up other language in SMC 10.39 to provide greater clarity on permit issuance by Police     Chief (designed and Barles Biography (designed a great provide greater clarity on permit issuance by Police			
Chief/designee and Parks Director/designee, as well as hearing process for permit denials.			
Budget Impact:			
Approved in current year budget? ⊠ Yes □ No □ N/A			
Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A			
If new, specify funding source:			
Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy? $oximes$ Yes $oximes$ No $oximes$ N/A			
Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A			
Specify changes required:			
Known challenges/barriers:			

#### ORDINANCE NO. C-36003

An ordinance relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070.

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

Section 1. That Chapter 10.39 SMC is amended to read as follows:

#### Chapter 10.39 Special Events ((- Parades - Demonstrations))

Section 2. That SMC 10.39.010 is amended to read as follows:

#### **10.39.010 Definitions**

- A. "Applicant" is the person ((<u>representing the entity</u>, group or association who has the authority from the same to apply for the special event permit.)) applying for the special event permit on their own behalf or on behalf of a group.
- B. "Assembly" is a public gathering or group of people organized for the purpose of advocating causes, public celebration, expressing ideas or conveying a message to the public or public display.
- C. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).
- ((<del>C.</del>)) <u>D.</u> "Commercial special event" means any special event organized and conducted by any person <u>or group</u> that does not qualify as a tax-exempt nonprofit organization.
- ((D.)) <u>E.</u> "Demonstration" is a public gathering for the purpose of a public display or the redress of grievances.
- ((E.)) <u>F.</u> "Expressive activity" includes conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinions, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. <u>For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.</u>
  - ((1. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.))

- ((<del>F.</del>)) <u>G.</u> "Float" is any decorated parade entry.
- H. "Issuing Authority" means the person who issues the special event permit. For all events held on public property, the issuing authority is the chief of police or his or her designee.
- <u>I. "Legacy Event" is a large-scale event with the following attributes:</u>
  - a. provides a long-term commitment to the City with an event that draws large numbers of visitors to the city on a recurring basis;
  - b. <u>brings a significant and sustained economic benefit to the City of Spokane</u>, as independently-verified through increased revenues to the City,
  - c. <u>brings improved infrastructure and increases amenities to the areas surrounding the event.</u>

A determination of what qualifies as a "legacy event" is made by the issuing authority.

- ((G.)) J. "Noncommercial special event" means:
  - 1. ((any special )) special event organized and conducted by a group that qualifies as a tax-exempt nonprofit organization, or
  - 2. ((a special)) special event whose principal purpose is expressive activity and does not involve fundraising.
- ((<del>H.</del>)) <u>K.</u> "Outdoor concert" is any organized event for the primary purpose of presenting live or recorded music or other amplified sounds for entertainment.
- ((\frac{1}{4})) L. "Parade" is any organized group marching or in procession, whether on foot, animal or vehicle.
- ((<del>J.</del>)) <u>M.</u> Special event" is a preplanned activity sponsored by groups or organizations that (1) involves the use of public property or facilities, (2) impacts public and/or private property, and (3) may require the provision of public safety services. Special events include parades, demonstrations, entertainment, celebrations, amusement, cultural recognition, amateur sports demonstrations, competitive events, assemblies and outdoor concerts.
  - ((J. Special event" is a preplanned activity (including a parade or demonstration) sponsored by groups or organizations that involves the use of or has an impact on

public property or facilities and the provision of City public safety services in response thereto.))

- ((1. A special event also has to be held on public property for the purpose of entertainment, celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity and demonstrations, assemblies and outdoor concerts and the principal purpose of which is not expressive activity.))
- ((K.)) N. "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special permit.
- ((L."Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).))
  - Section 3. That SMC 10.39.020 is amended to read as follows:

#### 10.39.020 Special Event Permit Approval Required

- A. No person or group may sponsor, promote or conduct a special event within the City that involves the use of or impacts public property or a city park without a permit under this chapter. ((, in case the special event is on park property, without a permit under chapter 12.06 SMC.))
  - 1. As provided in SMC 12.06A.040, permits for special events held in city parks are subject to the provisions of this chapter.
  - 2. Permits for special events are issued by the Chief of Police or his or her designee, who is the issuing authority.
  - 3. Persons or groups applying for a special event permit must submit an operational plan that addresses clean-up after the event, and shall reimburse the City for any costs associated with clean-up of the event.
  - 4. Applicants shall commit to compliance with all laws, including rules and procedures set forth by the Parks Department for events in city parks.
  - ((B. The permit under this chapter is in the nature of class III licenses as provided in chapter 4.04 SMC issued by the chief of police and/or fire chief.))
    - Section 4. That SMC 10.39.030 is amended to read as follows:

#### 10.39.030 Application Process

A. Time for Filing.

- The application for special event permit shall be filed ((with the City license officer not less than thirty calendar days before the time when it is proposed to conduct the special event)) proposed special event.
- ((2.)) ((If the special event is solely an expressive activity event, as defined by this chapter, then such application shall be filed with the City license officer not less than seven calendar days before the expressive activity event.))
- ((3))2. ((Upon good cause shown and provided that no risk or burden to the City ensues, the chief of police has discretion to allow a later filing of the application.)) The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.

#### B. Contents of Application.

The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:

- 1. the name, telephone number and address of the applicant or the principals of the applicant;
- 2. the date and time of the event;
- 3. the probable number of participants;
- 4. the place or route of the event, including a map and written narrative of the proposed route;
- 5. a description of all public ways proposed to be blocked;
- 6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;
- 7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;
- 8. the number and location of portable sanitation facilities;
- 9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;

- 10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
- 11. a description of the types and number of vehicles to be used in the special event;
- 12. insurance and surety bond information;
- 13. any other additional information required by special event regulations.
- C. The date of the special event shall not be confirmed until the special event permit is issued.
- D. The application for a special event permit is deemed complete when the applicant has provided to the City issuing authority all of the information required by this chapter.
  - Section 5. That SMC 10.39.040 is amended to read as follows:

#### 10.39.040 Conditions Affecting the Special Event Permit Process

- A. ((The license officer may impose reasonable )) Reasonable and necessary conditions provided by this chapter on may be imposed with the issuance of the permit.
- B. Conditions imposed will ensure that the special event does not:
  - 1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
  - 2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
  - 3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
  - 4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
  - 5. interfere with any other special event for which a permit has already been granted.
- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.

- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)
  - 1. A permit is required from the Washington Liquor Cannabis Board.
  - 2. Beer garden must close by 10 PM.
  - 3. Liquor Endorsement must be included on insurance coverage.
  - 4. Beer garden area must be clearly designated with a minimum of 4 foot high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.
  - 5. Clearly designated entrance/exit points.
  - 6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.
  - 7. No outside alcohol may be brought into beer garden and no alcohol may be removed.
  - 8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.
  - 9. Only one beer garden allowed per event.
  - Section 6. That SMC 10.39.050 is amended to read as follows:

#### 10.39.050 Denial of Permit - Revocation of Permit

- A. <u>Denial.</u> An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. <u>Denial of the special event permit shall be made in writing as soon as reasonably practicable.</u>
- ((B.)) ((Denial of the special event permit shall be made by the chief of police or his designee in writing as soon as reasonably practicable.))
- B. ((Revocation.))

  Revocation. The ((license officer)) issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the permittee is failing to satisfy the conditions or obligations under the permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder.

Section 7. That SMC 10.39.055 is amended to read as follows:

#### 10.39.055 Violation

- A. If a person engages in activities defined in <u>SMC 10.39.010</u> without a current special event permit issued by the <u>issuing authority</u> ((<del>City of Spokane Police or Fire Department</del>)), they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.
  - Section 8. That SMC 10.39.070 is amended to read as follows:

#### 10.39.070 Appeal of Denial or Revocation ((of Special Event Permit))

((A denial of a special events permit may be appealed pursuant to SMC 4.04.100.))

- A. <u>A person or group aggrieved by the denial or revocation of a special event permit may appeal that decision to the City's Hearing Examiner by filing a written appeal stating the grounds for appeal.</u>
- B. The appeal must be filed with the City Clerk no later than fourteen calendar days following the denial or revocation, and a copy of the appeal must be served on the issuing authority.
- C. <u>Upon filing of the appeal, the City Clerk shall forward the appeal to the City's Hearing Examiner pursuant to SMC 17G.050.070.</u>
- D. <u>Upon receiving an administrative appeal, the hearing examiner's office shall schedule a hearing on the appeal with the appropriate parties within thirty days of the date of the appeal unless the parties agree to extend the appeal date past thirty days.</u>
- E. The appeal shall be conducted in accordance with the procedures set forth in SMC 17G.050.320.
  - Section 9. That SMC 10.39.090 is amended to read as follows:

#### 10.39.090 Cost Recovery for Special Events

- A. Except when waived by the mayor or by city council resolution for any special event, the ((licensing officer)) issuing authority shall charge:
  - 1. an administrative processing fee ((of fifty dollars)) per event paid at the time of application in the amount of;
    - a. \$50 for Small Event (0-50 attendees),
    - b. \$100 for Medium Event (51-1000 attendees), and
    - c. \$250 for Large Event (1001-10,000 attendees), and
    - d. \$500 for Extra Large Event (10,001 or more attendees).
  - 2. the cost of the police officers and other City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event as follows: ((-))
    - a. 25% of these costs for parades, to be phased in at 0% in 2021 and 12.5% in 2022,
    - b. 50% of these costs for legacy events, and
    - c. 75% for all other events
    - 3. any park reservation fees associated with a special event.
- B. The fees and costs shall be estimated in writing by the ((licensing officer)) issuing authority and given to the applicant prior to the issuance of the special event permit.
- C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.
- D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.
- E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.
  - 1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.
  - 2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of

the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Section 10. That SMC 4.04.020 is amended to read as follows:

#### 4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
  - 1. peddling merchandise, and
  - 2. solicitation of money or things of value.
  - C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
    - 1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
    - 2. keeping of animals;
    - building relocation;
    - 4. certain contracting;
    - 5. commercial use and sale of fireworks;
    - 6. private or special police;
    - 7. dealing in used goods;
    - 8. operating for-hire vehicles
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
  - 1. moving buildings;

- 2. operating cable television;
- certain contracting;
- 4. collecting garbage or commercial recyclables (SMC 13.02.0204);
- distributing natural gas;
- 6. maintaining mechanical newspaper vendors;

((7. parades, special events, and demonstrations;))

- ((8-)) 7. operating telephone and telegraph equipment;
- ((9.)) 8. operating sidewalk cafes; and
- ((<del>10.</del>)) 9. doing commercial tree work.
  - Section 11. That SMC 17G.050.070 is amended to read as follows:

#### 17G.050.070 Jurisdiction

- A. The office of hearing examiner exercises all quasi-judicial powers and functions authorized by the city council.
- B. Specifically, the hearing examiner conducts public hearings and renders decisions on:
  - 1. Type III project permit applications including plats, planned unit developments, variances, certificates of compliance, rezones and conditional use permits;
  - 2. appeals from decisions of the director of planning services, engineering services, the building official and the responsible official under SEPA under the land use codes:
  - appeals from decisions of the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230;
  - 4. decisions appealed from the animal control agency on dangerous dog determinations. In addition, the hearing examiner is authorized to promulgate rules and procedures necessary to conduct the appeal hearings pursuant to SMC 10.03.020;
  - 5. appeals from the community advisory board and SMC 10.23A.070;

- 6. appeals from the denial or revocation of special event permits issued pursuant to Chapter 10.39 SMC.
- ((6.)) 7. decisions and interpretations of the fire official relating to the fire code;
- ((7.)) 8. such other matters as the council may from time to time refer.

The hearing examiner may refer any matter pending before him or her to the plan commission whenever there is involved a major question of policy.

- C. The hearing examiner has such other powers as are necessary to carry out the intent of this chapter, including to conduct pre-hearing conferences, to require the submittal of information, to schedule and continue hearings, to rule on all evidentiary, procedural and other matters, and to prescribe regulations and rules of procedure for the conduct of hearings and other proceedings authorized by this chapter, subject to the approval of the city council.
- D. The hearing examiner may include in a decision any conditions of approval that are necessary to insure that the proposal complies with all applicable zoning code criteria and comprehensive plan policies and does not adversely affect surrounding property or the area.
- E. The hearing examiner may revoke an approved permit for failure to comply with any such conditions, upon application by City officials or individuals with standing under <a href="mailto:chapter17G.060 SMC">chapter 17G.060 SMC</a>.

PASSED by the City Council on	
	Council President
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Mayor	Date
	Effective

SPOKANE Agenda Sheet	Date Rec'd	1/13/2021	
01/25/2021		Clerk's File #	ORD C36004
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE	Cross Ref #	
Contact Name/Phone	ame/Phone JASON 625-6529		
Contact E-Mail	JRUFFING@SPOKANECITY.ORG	<u>Bid #</u>	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	SPOKANE MUNICIPAL CODE AMENDMENTS FOR RECEIVERSHIP		

## **Agenda Wording**

This proposal includes Spokane Municipal Code (SMC) text amendments for sections 17F.070.470 and 17F.070.490 listed in Chapter 17F of the SMC. These amendments provide language that formalizes the receivership process as an option to be utilized as..

#### **Summary (Background)**

The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane. The Building Official, acting in a quasi-judicial role, is authorized by State Law and the Spokane Municipal Code to issue orders and take actions to resolve substandard conditions. Historically, the process has provided extended timeframes for compliance due to the limited actions for resolution. If an owner fails to cure the ..

Lease? NO	Grant related? NO	Public Works? NO		
Fiscal Impact		<b>Budget Account</b>		
Neutral \$		#		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notification	S	
Dept Head	BECKER, KRIS	Study Session\Other	UE 01-13-2020 & 01-11-	
<b>Division Director</b>	BECKER, KRIS	Council Sponsor	CM Betsy Wilkerson	
<u>Finance</u>	Finance ORLOB, KIMBERLY Distribution List			
<u>Legal</u>	PICCOLO, MIKE	jruffing@spokanecity.org,		
For the Mayor	ORMSBY, MICHAEL	kbecker@spokanecity.org,		
Additional App	Additional Approvals jwest@spokanecity.org			
<u>Purchasing</u>		mfolsom@spokanecity.org		
		tszambelan@spokanecity.	org	

# Briefing Paper Urban Experience Committee

Division & Department:	Neighborhood and Business Services, Code Enforcement		
Subject:	Receivership and the Building Official Process		
Date:	January 14, 2020		
Author (email & phone):	Jason Ruffing, Enforcement Supervisor, jruffing@spokanecity.org, 509.625.6529		
<b>City Council Sponsor:</b>	Councilmember Betsy Wilkerson		
<b>Executive Sponsor:</b>	Kris Becker		
Committee(s) Impacted:	Urban Experience, Safe and Healthy		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Aligned with Strategic Plan focuses of Available Housing, increasing housing quality and diversity. Also aligned with expressed intent of Chapter 17F of the Spokane Municipal Code, SMC 17F.070.010 D states It is further the policy of the City to put vacant buildings to use, especially residences, by encouraging the rehabilitation of usable structures and to demolish those that are beyond repair so that new development can occur.		
Strategic Initiative:	Urban Experience, Safe and Healthy		
Deadline:	Timeline: 1/13/20-Urban Experience briefing, 2/12/20-introductory Plan Commission workshop briefing, 3/11/20-formal Plan Commission workshop, Spring-Fall 2020-project delayed due to other work priorities related to the City's COVID-19 response, 11/11/20-additional formal Plan Commission workshop due to delay, 12/9/20-Plan Commission hearing resulting in formal recommendation, 1/14/20- Urban Experience briefing, beginning City Council adoption process.		
Outcome: (deliverables, delivery duties, milestones to meet)	Code text amendments for two sections in Chapter 17F of the Spokane Municipal Code to provide language that formalizes the receivership process as an option to be utilized as an alternative to demolitions of substandard, abandoned, unfit, and nuisance properties through the Building Official Process.		

Background/History: The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane. The Building Official, acting in a quasi-judicial role, is authorized by State Law and the Spokane Municipal Code to issue orders and take actions to resolve substandard conditions. Historically, the process has provided extended timeframes for compliance due to the limited actions for resolution. If an owner fails to cure the violations, the Building Official's options are fairly limited. The most common city action that resolves a substandard building is demolition. This action, while effective and often necessary, is cost and labor intensive. Demolition removes a potentially salvageable dwelling, replacing it with a vacant lot encumbered with liens. The Building Official Process is an effective method of Code Enforcement and due process for resolving symptoms of substandard buildings and abandoned properties. However, this process could have a greater impact on these properties with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process. More specifically, changes are needed to reference receivership as an alternative to demolition in Spokane Municipal Code sections 17F.070.470 and 17F.070.490. The Legal Department has assisted Code

Enforcement staff with preparing drafts of the relevant code text amendments and staff plans to propose these amendments in 2020.
Executive Summary:

- Code text amendments being proposed for Spokane Municipal Code sections 17F.070.470 and 17F.070.490
- These changes are needed to reference receivership as an alternative to demolition
- Receivership is already in use and has proven to be a successful method of bringing about ownership changes to properties that are abandoned, or substandard to the extent that they create a public safety hazard.
- City Legal, the Civil Enforcement Unit, and Code Enforcement already are in the practice of collaborating on these types of properties and referring cases for the receivership process.
- These code amendments will bolster this collaboration and improve the Superior Court process.
- Recent receivership success stories such as the Grove Community structures in West Central
  are great examples of the intent of these amendments. This cooperation has been successful
  in avoiding demolition, thus decreasing the amount of public dollars that are spent on
  demolitions.
- Following outreach and public engagement efforts, including multiple workshops before the Plan Commission, staff presented the proposal at a hearing before the Plan Commission on December 9, 2020. The hearing resulted in a motion to recommend approval of the code text amendments as proposed and the motion was supported unanimously.

amendments as proposed and the motion was supported unanimously.				
Budget Impact:				
Approved in current year budget? Yes No				
Annual/Reoccurring expenditure? Tyes No				
If new, specify funding source:				
Other budget impacts: (revenue generating, match requirements, etc.) Potentially less budget				
expenditure on demolitions.				
Operations Impact:				
Consistent with current operations/policy?				
Requires change in current operations/policy?				
Specify changes required:				
Known challenges/barriers:				

#### ORDINANCE - C36004

An ordinance relating to amendments to the Existing Building and Conservation Code, sections 17F.070.470 and 17F.070.490 of the Spokane Municipal Code.

**WHEREAS**, a number of homes and buildings within the city are in the building official hearing process and these homes have remained vacant and without a viable plan for housing redevelopment for several years; and

**WHEREAS**, demolition orders have been issued by the city building official to a number of these properties after exhausting administrative options and authorities to resolve the issues to the buildings and homes that have been determined as substandard, abandoned, unfit, and nuisance properties; and.

**WHEREAS**, demolition results in a large expenditure of tax dollars and vacant lots encumbered with costly liens and the city is looking at alternatives to demolition of the properties in the building official process; and

**WHEREAS**, appointment of a receiver for these properties can result in the sale, rehabilitation, and re-use of these homes instead of costly demolition by the City of Spokane.

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

**Section 1**. That section 17F.070.470 of the Spokane Municipal Code is amended to read as follows:

Chapter 17F.070 Existing Building and Conservation Code

Section 17F.070.470 Compliance with Order

- A. The order under this chapter specifies the action to be taken by the owner and establishes a time or timeframe for compliance.
- B. So long as a building is boarded up, or unfit, substandard, or abandoned and subject to the building official hearing process, the owner must pay an annual fee as provided in SMC 8.02.067. This fee is lienable under SMC 17F.070.500. Otherwise, the owner must cause the building to be occupied in compliance with all applicable code requirements. However, it is the intent of this chapter that boarding a dangerous building is a temporary solution to imminent danger and a building may not remain boarded up longer than two years unless an extension of time is part of a plan approved by the building official or hearing examiner detailing the future rehabilitation, sale, demolition, or other disposition of the building.
  - 1. A property remaining boarded up longer than two years may be subject to demolition by order of the building official.

- 2. The building official shall order the owner of any premises upon which is located any structure, which in the building official's judgment is so dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure. (2006 International Property Maintenance Code section 110.1).
- 3. When the building is of sufficient value to be repairable, the building official may recommend action by the City to obtain the property through eminent domain, pursuant to the provisions of the chapter 35.80A Revised Code of Washington.
- 4. As an alternative to demolition, when appropriate, the building official may issue an order to refer substandard, abandoned, unfit, or nuisance properties to Superior Court in pursuit of a receivership order.
- C. The owner of a substandard building must repair and rehabilitate it so as to bring it into compliance with the standards of this chapter, at a minimum, or into compliance with the new work and replacement requirements of the building and associated codes provided in chapters 17F.030 through 17F.060 SMC and chapters 17F.080 through 17F.100 SMC if applicable by their terms. When warranted by the nature and extent of the repairs and the type of occupancy, the order may require the building to be vacated and secured during rehabilitation.
- D. The owner of an unfit building must cause it to be vacated, secured against entry, demolished, and the land filled and cleared. When warranted by the location of the building and the nature of the defects the order may allow demolition to be delayed upon such conditions, such as clearing and securing, as will safeguard health and safety.
- E. Should the owner of an unfit building propose a written undertaking, acceptable to the building official or the hearing examiner, giving assurance and security that the building can be safely rehabilitated in a reasonable time, then the order can direct rehabilitation according to the undertaking, in lieu of demolition. Upon the owner's failure to accomplish his undertaking, the building official or hearing examiner may summarily order demolition or receivership, or when the building is of sufficient value to be repairable, the building official may recommend action by the City to obtain the property through eminent domain, pursuant to the provisions of chapter 35.80A Revised Code of Washington.

F. An order respecting a building under this chapter may require the owner to take specified action in regard to the surrounding ground whereby nuisance, such as dry vegetation or other combustible accumulations, or toxic, septic, or unsafe substances is abated.

**Section 2**. That section 17F.070.490 of the Spokane Municipal Code is amended to read as follows:

Chapter 17F.070 Existing Building and Conservation Code

Section 17F.070.490 Enforcement

- A. Whenever an owner has failed to complete the action required by an order under this chapter:
  - the building official or the hearing examiner may extend the time for completion, imposing such conditions as may seem warranted, if the owner has made substantial progress; or
  - 2. the director causes the ordered action to be done, by competitive bid contract whenever feasible, or by negotiated contract, or by city forces when circumstances do not allow time for bidding.
- B. All work of rehabilitation and demolition done pursuant to an order made under this chapter is subject to all applicable laws respecting permits, contractor registration and certification of workers, except work done by city forces under emergency circumstances.
- C. Invitations to bid on a demolition contract shall provide that salvage be awarded to the contractor as a credit against the contract price. A bid based on an estimate of the value of salvage may not be changed to reflect actual salvage value. The director may invite and receive bids before the time for compliance by the owner has expired.
- D. As an alternative to demolition, when appropriate, the building official may issue an order to refer substandard, abandoned, unfit, or nuisance properties to Superior Court in pursuit of a receivership order.

PASSED by the City Council on	
	Council President

Attest:	Approved as to form:		
City Clerk	Assistant City Attorney		
Mayor	 Date		
Effective Date	<del></del>		

City of Spokane December, 2019

#### Receivership and the Building Official Process

The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane. The Building Official, acting in a quasi-judicial role, is authorized by State Law and the Spokane Municipal Code to issue orders and take actions to resolve substandard conditions. Historically, the process has provided extended timeframes for compliance due to the limited actions for resolution. If an owner fails to cure the violations, the Building Official's options are fairly limited. The most common city action that resolves a substandard building is demolition. This action, while effective and often necessary, is cost and labor intensive. Demolition removes a potentially salvageable dwelling, replacing it with a vacant lot encumbered with liens.

Multiple departments within the City are impacted by abandoned and nuisance properties. Code Enforcement and the Spokane Police Department, in particular, spend extensive amounts of staff time attempting to resolve symptoms of these types of properties. These two departments collaborate on numerous approaches aimed at resolving complex issues that have broad impacts across multiple departments, including substandard buildings and abandoned properties. One particularly successful program has been the receivership program, implemented and managed by the Civil Enforcement Unit of the Spokane Police Department. With the assistance of the Legal Department, the Civil Enforcement Unit is able to petition the courts to appoint a receiver to facilitate the resolution of nuisance conditions when the ownership proves to be absentee or otherwise unable to manage the property in compliance with state and local law. The receiver is a third party agent of the property that is appointed by the court in successful cases. Many receivership cases have used Code Enforcement data and case information as evidence of abandonment and documentation of nuisance conditions. Numerous properties that have been in the Building Official process have ultimately gone through the receivership process as well, finally bringing about resolution to substandard and nuisance conditions, while avoiding demolition and costly liens. One missing piece in this partnership is explicit municipal code language that provides the Building Official with the option of directing a property towards receivership instead of ordering a demolition. As opposed to demolition, receivership addresses the root cause of the nuisance property, rather than just extending the cycle of symptom mitigation.

In conclusion, the Building Official Process is an effective method of Code Enforcement and due process for resolving symptoms of substandard buildings and abandoned properties. However, this process could have a greater impact on these properties with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process. More specifically, changes are needed to reference receivership as an alternative to demolition in Spokane Municipal Code sections 17F.070.470 and 17F.070.490. The Legal Department has assisted Code Enforcement staff with preparing drafts of the relevant code text amendments and staff plans to propose these amendments in 2020.

#### Title 17F Construction Standards

Chapter 17F.070 Existing Building and Conservation Code

Section 17F.070.470 Compliance with Order

- A. The order under this chapter specifies the action to be taken by the owner and establishes a time or timeframe for compliance.
- B. So long as a building is boarded up, or unfit, substandard, or abandoned and subject to the building official hearing process, the owner must pay an annual fee as provided in SMC 8.02.067. This fee is lienable under SMC 17F.070.500. Otherwise, the owner must cause the building to be occupied in compliance with all applicable code requirements. However, it is the intent of this chapter that boarding a dangerous building is a temporary solution to imminent danger and a building may not remain boarded up longer than two years unless an extension of time is part of a plan approved by the building official or hearing examiner detailing the future rehabilitation, sale, demolition, or other disposition of the building.
  - 1. A property remaining boarded up longer than two years may be subject to demolition by order of the building official.
  - 2. The building official shall order the owner of any premises upon which is located any structure, which in the building official's judgment is so dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure. (2006 International Property Maintenance Code section 110.1).
  - 3. When the building is of sufficient value to be repairable, the building official may recommend action by the City to obtain the property through eminent domain, pursuant to the provisions of the chapter 35.80A Revised Code of Washington.

- 4. As an alternative to demolition, when appropriate, the building official may issue an order to refer substandard, abandoned, unfit, or nuisance properties to Superior Court in pursuit of a receivership order.
- C. The owner of a substandard building must repair and rehabilitate it so as to bring it into compliance with the standards of this chapter, at a minimum, or into compliance with the new work and replacement requirements of the building and associated codes provided in chapters 17F.030 through 17F.060 SMC and chapters 17F.080 through 17F.100 SMC if applicable by their terms. When warranted by the nature and extent of the repairs and the type of occupancy, the order may require the building to be vacated and secured during rehabilitation.
- D. The owner of an unfit building must cause it to be vacated, secured against entry, demolished, and the land filled and cleared. When warranted by the location of the building and the nature of the defects the order may allow demolition to be delayed upon such conditions, such as clearing and securing, as will safeguard health and safety.
- E. Should the owner of an unfit building propose a written undertaking, acceptable to the building official or the hearing examiner, giving assurance and security that the building can be safely rehabilitated in a reasonable time, then the order can direct rehabilitation according to the undertaking, in lieu of demolition. Upon the owner's failure to accomplish his undertaking, the building official or hearing examiner may summarily order demolition or receivership, or when the building is of sufficient value to be repairable, the building official may recommend action by the City to obtain the property through eminent domain, pursuant to the provisions of chapter 35.80A Revised Code of Washington.
- F. An order respecting a building under this chapter may require the owner to take specified action in regard to the surrounding ground whereby nuisance, such as dry vegetation or other combustible accumulations, or toxic, septic, or unsafe substances, is abated.

Date Passed: Monday, March 15, 2010

Effective Date: Wednesday, April 21, 2010

## ORD C34577 Section 3

#### Title 17F Construction Standards

Chapter 17F.070 Existing Building and Conservation Code

Section 17F.070.490 Enforcement

- A. Whenever an owner has failed to complete the action required by an order under this chapter:
  - 1. the building official or the hearing examiner may extend the time for completion, imposing such conditions as may seem warranted, if the owner has made substantial progress; or
  - 2. the director causes the ordered action to be done, by competitive bid contract whenever feasible, or by negotiated contract, or by city forces when circumstances do not allow time for bidding.
- B. All work of rehabilitation and demolition done pursuant to an order made under this chapter is subject to all applicable laws respecting permits, contractor registration and certification of workers, except work done by city forces under emergency circumstances.
- C. Invitations to bid on a demolition contract shall provide that salvage be awarded to the contractor as a credit against the contract price. A bid based on an estimate of the value of salvage may not be changed to reflect actual salvage value. The director may invite and receive bids before the time for compliance by the owner has expired.
- D. <u>As an alternative to demolition, when appropriate, the building official</u> may issue an order to refer substandard, abandoned, unfit, or nuisance properties to Superior Court in pursuit of a receivership order.

Date Passed: Monday, February 28, 2005

Effective Date: Saturday, April 2, 2005

ORD C33594 Section 6

SPOKANE Agenda Sheet	Date Rec'd	1/15/2021	
01/25/2021		Clerk's File #	ORD C36005
		Renews #	
<b>Submitting Dept</b>	PUBLIC WORKS	Cross Ref #	ORD C35962
<b>Contact Name/Phone</b>	MARLENE FEIST 6505	Project #	
Contact E-Mail	MFEIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4310 - WASTEWATER		

## **Agenda Wording**

Amendment to ordinance SMC 13.03.1010B to correct administrative error

### **Summary (Background)**

Ordinance SMC 13.03.1010B was amended in November 2020 to establish Domestic and Commercial user charges for outside city sewer customers. Amendment is necessary to correct administrative error in subsection B to add subsection 1 which links to 13.035.500.

Larana NO	Constructor do NO	B. H. W. J. O. NO.			
Lease? NO	Grant related? NO		Public Works? NO		
Fiscal Impact		Budget Account			
Select \$		#			
Select \$		#			
Select \$		#			
Select \$		#			
Approvals		<b>Council Notification</b>	<u>s</u>		
Dept Head	FEIST, MARLENE	Study Session\Other	7/23/20, 8/20/20, and		
			11/2/20		
<b>Division Director</b>	FEIST, MARLENE	Council Sponsor Beggs			
Finance ALBIN-MOORE, ANGELA		<u>Distribution List</u>			
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org			
For the Mayor	ORMSBY, MICHAEL	rhulvey@spokanecity.org			
Additional Approva	<u>als</u>	aalbinemoore@spokanecit	cy.org		
<u>Purchasing</u>		cmorse@spokanecity.org			
		rgennett@spokanecity.org			
		eraea@spokanecity.org			

#### **ORDINANCE NO. C36005**

AN ORDINANCE relating to the rates for Sewer charges, amending SMC section 13.03.1010, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1010 is amended to read as follows:

# 13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

# A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge – Outside City Customers	Monthly Amount		
	2021	2022	2023
Domestic charge	\$66.63	\$68.56	\$70.55
Cost for additional apartment	\$63.27	\$65.10	\$66.99

#### 1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

#### B. Outside City Retail Commercial User Charge.

Commercial User Charge – Outside City Customers	Monthly Amount		
	2021	2022	2023
Per million gallons	\$4,706.11	\$4,842.59	\$4,983.02
Per hundred cubic feet	\$3.52	\$3.62	\$3.73

#### 1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

C.	Outside City	v Utility Service	Area (except b	v interlocal a	igreement).

Outside City Utility Service Area			
(except by interlocal agreement)	2021	2022	2023
Per million gallons	\$4,706.11	\$4,842.59	\$4,983.02
Per hundred cubic feet	\$3.52	\$3.62	\$3.73

## 1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

	Section 2:	<u>Effective Date.</u> _, 2021.	This ordin	ance shall take effect and be in force or
	PASSED BY	THE CITY COU	JNCIL ON	
				Council President
Attest	i:			Approved as to form:
City C	Clerk			Assistant City Attorney
 Mayo	r			Date
				Effective Date