THE CITY OF SPOKANE

CURRENT COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 4, 2013

MISSION STATEMENT

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

Mayor David A. Condon
Council President Ben Stuckart

Council Member Michael A. Allen
Council Member Nancy McLaughlin
Council Member Jon Snyder
Council Member Mike Fagan
Council Member Steve Salvatori
Council Member Amber Waldref

Council Chambers
City Hall

808 W. Spokane Falls Blvd.
Spokane, WA 99201

City of Spokane Guest Wireless access for Council Chambers for February 4:

User Name: **COS Guest**
Password: **wuxU44fr**

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

CITY COUNCIL BRIEFING SESSION

The purpose of this meeting is for Council Members, City Staff and Counsel to review items on the Advance (next Monday's) Agenda for the Council Meeting of February 11, 2013 and to review the Current Agenda for this evening's Council Meeting. Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

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

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

	REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1.	Purchase of 8 automated side loading refuse collection trucks from Solid Waste Systems (Spokane, WA) for Fleet Services, to be used as replacement units for the Solid Waste Department, using City of Tacoma Interlocal Procurement Agreement—$2,532,913.15 (including tax).	Approve	OPR 2013-0070
2.	Interlocal Agreement with Spokane County to provide Crime Check services relative to the County-wide 911 Emergency Communications System from January 1, 2013 through December 31, 2013—not to exceed $655,900.	Approve	OPR 2013-0071
3.	Contract with Craig Trueblood of K&L Gates, LLP (Seattle, WA) as outside counsel to provide legal services and advice to the City regarding strategy for on-going Dissolved Oxygen TMDL process and for an integrated approach for CSO Reduction Planning—not to exceed $100,000 (2013: $50,000; 2014: $50,000).	Approve	OPR 2013-0072

4.	**Loan Agreement and other documents with Pioneer Park Place GP, LLC (Spokane, WA) for redevelopment of a former nursing home into 29 apartments with 1 and 2 bedrooms at 424 West 7th Avenue (Cliff/Cannon Neighborhood)—$262,000 HOME funds.**	**Approve**	**OPR 2013-0073**
5.	**Interlocal Agreement between the City and Spokane County Sheriff to provide the entities with CAD, RMS and JMS Systems and to provide a mechanism for allocating expenses and rights and obligations regarding the system.**	**Approve**	**OPR 2013-0074**
6.	**Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through January 28, 2013, total $5,105,961.18, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $4,982,356.74.**	**Approve & Authorize Payment**	**CPR 2013-0002**

EXECUTIVE SESSION

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS
(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

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

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

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES
(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C34958 amending Ordinance No. C34947 passed the City Council December 10, 2012, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Sewer Fund
FROM: Construction of Fixed Assets, $143,440;
TO: City Engineer/Contract Manager, same amount; and

Public Works and Utilities Fund
FROM: Interfund Other General Government, $111,540;
TO: Division Communications Manager, same amount.

(This action creates a Division Communications Manager and a City Engineer/ Contract Manager position and eliminates two communications positions from Engineering and Regional Solid Waste System.)

Staff requests motion to suspend Council Rules to add the following item:

Ordinance No. C34959 carrying over from the 2012 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C34947 passed the City Council December 10, 2012 and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage," and declaring an emergency.

(This action carries over budget authority for items budgeted in 2012 but not concluded at year-end and appropriates various outstanding grants and capital expenditures.)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCE

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2013-0006 **Approving settlement of Elizabeth and Michael Haller v. City of Spokane, Spokane County Superior Court Cause No. 07-2-00960-9, arising out of an incident on May 23, 2005—$110,000.**

RES 2013-0007 **Approving settlement of Holly Ciccarello v. Craig Larsen d/b/a JimmyZ, Joel & Jon, LLC, and the City of Spokane, Spokane County Superior Court Cause No. 11-2-01899-1, arising out of an incident on May 17, 2008—$58,500.**

RES 2013-0008 **Authorizing the Spokane Airport Board to sell Buildings 4 and 5 identified as Spokane County Assessor Parcels 35115.0202 and 35122.0013.**

RES 2013-0009 **Regarding the City's emergency medical response procedures by the Fire Department.**

RES 2013-0010 **Regarding the City Council's support for the establishment and goals of the Regional Commission for Justice System Reform and concurrence in the appointment of members to the Commission.**

RES 2013-0011 **Approving the Public Participation Plan for the Comprehensive Plan Review and Update.**

RES 2013-0005 **Amending the City Council Rules of Procedure (Rule 1.2 Duty of Mutual Respect). (Deferred from January 28, 2013, Agenda)**

ORD C34951 PRO 2012-0048 LID 2012093 **Ordering the street improvements for Rebecca Street from 9th Avenue to 7th Avenue, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement. (East Central Neighborhood) (Deferred from December 17, 2012, Agenda)**

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C34955 **Relating to marijuana; amending SMC Sections 1.05.210, 10.14.170, 10.14.220 and 10.15.100; and adopting a new Section 10.02.065 to Chapter 10.02 and a new Section 10.15.220 to Chapter 10.15 of the Spokane Municipal Code. (Deferred from January, 28, 2013, Agenda)**

ORD C34956 **Relating to the business licensing process; amending SMC Sections 8.01.020, 8.01.130, 8.01.180, 8.01.190, 8.02.0206, 8.02.0207, 8.01.230 and 8.01.280.**

ORD C34957 **Relating to solid waste disposal fees; amending SMC Sections 13.02.0528 and 13.02.0560; repealing SMC Section 13.02.0564; and setting an effective date. (Adjusts solid waste disposal rates at the waste to energy facility and transfer stations from $107 per ton to $98 per ton and increases the minimum charge from $7 to $15.)**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM (CONTINUED)

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

ADJOURNMENT

The February 4, 2013, Regular Legislative Session of the City Council is adjourned to Monday, February 11, 2013.

NOTES

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	OPR 2013-0070
		Renews #	
Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	GENE JAKUBCZAK 625-7865	Project #	
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	RE16518
Agenda Item Name	5100-FLEET SERVICES-PURCHASE OF REFUSE TRUCKS - USING CITY OF TACOMA BID		

Agenda Wording

Authorize purchase of eight (8) automated side loading refuse collection trucks for Fleet Services from Solid Waste Systems (Spokane, WA) through in Interlocal Procurement Agreement with the City of Tacoma (OPR 94-827) - $2,532,913.15 including tax.

Summary (Background)

On October 12, 2012 the City of Tacoma awarded a contract to Solid Waste Systems, resulting from bid PW10-0455F.The research of similar recent bids indicates that the pricing is favorable. The refuse bodies and truck chassis will be purchased through local dealers. These units consist of a Wayne Curbtender single arm side loading body mounted on a Peterbilt 320 chassis. These are replacement units for the Solid Waste Management Department.

Fiscal Impact		Budget Account
Expense	$ 2,532,913.15	# 4500-45100-94000-56404
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BUTZ, LORIE	Study Session	
Division Director	ROMERO, RICK	Other	PWC 1/14/2013
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	Purchasing: tprince	
For the Mayor	SANDERS, THERESA	Fleet Services: gjakubczak@ fleetservices	
Additional Approvals		Taxes & Licenses	
Purchasing	WAHL, CONNIE	Solid Waste Mgmt.: swindsor@spokanecity.org	

FLEET SERVICES
MEMORANDUM

January 24, 2013

TO: PURCHASING

FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR

SUBJ: 8 AUTOMATED SIDE LOADING REFUSE COLLECTION TRUCKS FOR SWM

After extensive consideration, the Fleet Services Department and the Department of Solid Waste Management recommends that the city of Spokane ride-on to a bid initiated by the city of Tacoma (Bid. No. PW10-0455F) for the purchase of eight(8) automated side loading refuse collection trucks. The research of similar recent bids indicates that the pricing is favorable. The refuse bodies and truck chassis will be purchased through local dealers.

These units consist of a Wayne Curbtender single arm side loading body mounted on an Peterbilt 320 chassis. The units will also be equipped with the POD (power on demand) hydraulic system which should reduce fuel consumption and total operating costs.

These are replacement units for the Solid Waste Management Department refuse collection truck fleet. The units being replaced have exceeded their economic service life. The base price and options requested are as per the city of Tacoma bid.

RE XXXXXX? Has been initiated for this purchase.
Wayne Curbtender single arm body/Peterbilt 320 Chassis
Units 428210 - 428217

8	Peterbilt 320 Right Hand drive option HLA. (Current list price $227,946.00 less 22.5% discount of $51,287.85= $176,658.15)	$139,800.70	$1,118,405.60
8	Cummins ISX12 OBD (2013 EPA Requirement)	$850.00	$6,800.00
8	Add Wayne Curbtender auto side loader body	$149,366.31	$1,194,930.48
8	Early pay option (Chassis must be paid for on receipt of the chassis at the body company)	$(1,000.00)	$(8000.00)
8	Extended Cummins Engine Warranty	$0.00	$0.00
8	Five (5) year Extended Allison Transmission Warranty	$0.00	$0.00
	SUB-TOTAL	**$316,270.39**	**$2,530,163.15**
8	Washington State B&O tax on body	$1,530.87	$12,246.96
8	WA State Sales Tax (8.9%)	$25,722.51	$205,780.11
	VEHICLE TOTAL	**$316,270.39**	**$2,530,163.15**
1	Pre-delivery inspection trip to Wayne factory for two (2) people.		$2,750.00
	GRAND TOTAL		**$2,532,913.15**

cc: Scott Windsor

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	OPR 2013-0071
		Renews #	
Submitting Dept	POLICE	Cross Ref #	OPR 2011-0982
Contact Name/Phone	CRAIG MEIDL 625-4117	Project #	
Contact E-Mail	CMEIDL@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13109
Agenda Item Name	0680 - CRIME CHECK INTERLOCAL AGREEMENT		

Agenda Wording

Interlocal agreement between the City of Spokane and Spokane County to provide the City with Crime Check services relative to the County wide 911 Emergency Communications System. The contract amount shall not exceed $655,900.00.

Summary (Background)

The County, through the Emergency Communication Department shall provide Crime Check services to the City of Spokane, 365 days per year, inclusive of the legal holidays. The contract shall begin on January 1, 2013 through to December 31, 2013. The allocation of costs for the base budget is 64% to the City and 36% to the Sheriff. The City's allocation equates to $655,900.00 of which $593,400 is the base fee and $62,500 is the fee for auto theft reports. The Sheriff's allocation is $324,516.

Fiscal Impact		Budget Account
Expense	$ 655,900.00	# 0680-11100-28100-55101
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEIDL, CRAIG	Study Session	FINANCE 1/9/2013
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	achirowamangu	
For the Mayor	SANDERS, THERESA	ewade	
Additional Approvals		kclaar	
Purchasing		agolden	
		mlesense	
		ccortright	

INTERLOCAL AGREEMENT FOR CRIME CHECK SERVICES
(January 1, 2013 – December 31, 2013)

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "City," and **SPOKANE COUNTY**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "County", jointly hereinafter referred to as the "Parties."

W I T N E S S E T H:

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

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

WHEREAS, the County and City of Spokane desire to reduce to writing the terms and conditions under which the Spokane County 911/ Emergency Communications Department will provide Crime Check Services for the City in calendar year 2013.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is for the County to provide the City with Crime Check Services relative to the County-wide 911 emergency communication system.

SECTION NO. 2. SCOPE OF SERVICES

The County through the Spokane County 911/Emergency Communications Department shall provide Crime Check services for the City of Spokane Police Department (hereinafter referred to as "City Police Department").

For the purpose of this Agreement, the terminology Crime Check Services shall mean receiving telephone calls from City of Spokane residents and taking appropriate action, such as but not limited to: entering received reports into computerized systems maintained jointly by the Spokane County Sheriff and the Spokane Police Department, creating a computer aided dispatch screen for police

response, taking and in some cases making return calls associated with law enforcement information or other similar instances.

The City Police Department may request that Crime Check Services be expanded. If Crime Check Services are expanded there may be an additional charge for the expanded services. Prior to providing such expanded Crime Check Services, the Parties shall meet and mutually agree on the charges, if any.

Crime Check Services will be provided under the terms of this Agreement three hundred sixty five (365) days per year, twenty four (24) hours a day, inclusive of legal holidays.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in police response due to circumstances identified by the field supervisor or radio supervisor. The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations affected by significant field operations In these cases, the 911 Supervisor shall be advised of such condition(s) either via e-mail or a CAD call back addressed to the Duty Supervisor or the designated supervisor work station.

SECTION NO. 3: DURATION

This Agreement shall be effective on January 1, 2013 and run through December 31, 2013. Either Party may terminate this Agreement at any time upon sixty (60) days written notice.

SECTION NO. 4: COMPENSATION

The City shall pay the County an amount not to exceed SIX HUNDRED FIFTY FIVE THOUSAND AND NINE NUNDRED DOLLARS ($655,900.00) for all services rendered under this Agreement for the 2013 calendar year. Of this amount, FIVE HUNDRED NINETY THREE THOUSAND FOUR HUNDRED DOLLARS (593,400.00) is the base fee and SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS ($62,500.00) is the fee for auto theft reports. The Spokane County 911/Emergency Communications Director determined the budget and staffing levels needed to provide Crime Check Services. The allocation of costs for the base budget (not including the $1/10^{th}$ of 1 percent Emergency Communications Sales and Use Tax) are sixty four(64) percent to the CITY, plus a fee for auto theft reports and thirty six (36) percent to the Sheriff. The CITY's allocation equates to $655,900.00 and the Sheriff's allocation equates to $324,516.00.

The Emergency Communications Sales and Use tax shall support the remainder of the Crime Check budget. The amount for 2013 services is ONE MILLION, TWO HUNDRED AND FIFTY SEVEN THOUSAND AND NINETY SIX DOLLARS ($1,257,096.00).

SECTION NO. 5. PAYMENT

The City shall pay in advance of receipt of Services. The Spokane County / Emergency Communications Department shall bill the City for the cost of Services monthly in advance by the fifteenth (15th) of the month of the following month's Service. For example, billing for January 2013 will be on or before December 15, 2012 and the billing for February 2013 will be on or before January 15, 2013. Monthly payments will be calculated by dividing the City's not to exceed annual cost as set forth in Section No. 2 by twelve (12).

The Payments by City will be due by the fifth (5th) day of the following month. For example, the billing for January 2013 will be on or before December 15, 2013 and the City payment will be due on or before January 5, 2013. All billings will be electronically delivered to the City of Spokane Police Department's Accounting Clerk having an office in the Spokane City-County Public Safety Building at 1100 West Mallon Avenue, Spokane, Washington. Electronic delivery will be evidenced by a date-stamped email and read receipt. Payment shall be made regardless of any dispute. At the sole option of the County, any payment not made when due may bear interest at a rate equal to lost interest earnings had the money been timely paid and invested in the Spokane County Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding month. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 6: FINANCING

Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

SECTION NO. 7: RECORDS

The County shall maintain all records related to its performance of the Agreement in accordance with state law. The County shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 8. RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 9: LIABILITY

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

The City of Spokane Police Department may request that Crime Check Services/employees advise callers of a delay in or cancellation of police response due to circumstances identified by the field supervisor or radio supervisor ("Circumstance #1). The City of Spokane Police Department may also request that callers requesting service be advised initially to call back when services may be delayed or cancelled due to situations effected by significant field operations. ("Circumstance #2). The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency 911/Communications Department and its employees for following the requests of the City of Spokane Police Department under Circumstance #1 and Circumstance #2 above as agreed to by the Parties in that document entitled "MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SPOKANE AND SPOKANE COUNTY (January 1, 2013)" attached to this Agreement as Exhibit "A".

Other than the agreement regarding indemnity between the Parties in Exhibit "A" above, if the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

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

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

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

SECTION NO. 10: NOTICES

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

CITY: City of Spokane Chief of Police or designee
Spokane Police Department
1100 West Mallon Avenue
Spokane, Washington 99260

COUNTY: Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260

Spokane County Emergency Communications (911) Director
1620 North Rebecca Street
Spokane, Washington 99217

SECTION NO. 11: INSURANCE

During the term of the Agreement, the County and the City shall each procure and maintain in force the following insurance coverage:

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

b. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the other Party, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically "Named Insured" for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Agency Name, Its Officers, Agents And Employees Are Named Insured."

c. AUTOMOBILE INSURANCE: Comprehensive automobile liability coverage of $1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. The policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to the other Party.

d. WORKERS COMPENSATION: Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of $5,000,000;

e. PROFESSIONAL LIABILITY INSURANCE: Errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of $1,000,000.00. The coverage must remain in effect for two (2) years after the Agreement is complete.

SECTION 12: ANTI-KICKBACK

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

SECTION NO. 13: MISCELLANEOUS

A. NON-WAIVER.

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

B. HEADINGS

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

C. ENTIRE AGREEMENT

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

D. MODIFICATION

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

E. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, transfer, or subcontract its interests in this Agreement without the written approval of the other Party.

F. SEVERABILITY

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

G. COMPLIANCE WITH LAWS

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

H. NON-DISCRIMINATION

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

I. VENUE

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

J. COUNTERPARTS

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

SECTION NO. 14: RCW 39.34 REQUIRED CLAUSES.

A. PURPOSE

See Section 1 above.

B. DURATION

See Section 3 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

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

D, RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or list the Agreement by subject on the County's web site or other electronically retrievable public source.

F. FINANCING.

See Section 6 above.

G. TERMINATION.

See provision 3 above.

H. PROPERTY UPON TERMINATION.

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

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

DATED: _____

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

_____
Shelley O"Quinn, Chair

_____
Al French, Vice-Chair

_____
Todd Mielke, Commissioner

ATTEST:
CLERK OF THE BOARD

_____
Daniela Erickson

DATED: _____

CITY OF SPOKANE

By: _____
City Administrator

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Reviewed as to content this _____ day of _____20__.

By_____
Emergency Services Communication Board Chairperson

"Exhibit A"

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SPOKANE AND SPOKANE COUNTY

January 1, 2013

The City of Spokane and Spokane County agree to the attached procedure for management of incoming calls for police services during times of unanticipated activity or incidents that have resulted in extended law enforcement involvement.

Per the attached procedure, the City of Spokane Police Department may request that Crime Check Services/employees advise or recall callers of a delay or cancellation in police response due to circumstances identified by a Spokane Police Department supervisor. The City of Spokane Police Department may also request that callers requesting service be advised or called back should there be a situation of significant field operations. In these cases, the 911 Supervisor shall be advised of such condition(s) via e-mail or a call back via CAD addressed to the Duty Supervisor or the designated supervisor workstation. The City of Spokane agrees to indemnify and hold harmless the County, the Spokane County Emergency Communications Department and its employees for following the written direction of the City of Spokane Police Department.

This Memorandum of Understanding serves as Exhibit A to the 2013 Crime Check Services Interlocal Agreement.

Spokane County 911
Procedure for Call Management
During periods of increased Law Enforcement Workload

Activation Requirements - Law Enforcement Dispatch Supervisor will send either an email or CAD callback notification to the 911 Duty Supervisor notifying of a request for Tier 1 or Tier 2 activation. The notification shall include the Law Enforcement Shift Commander's name and the name of the supervisor requesting the activation. Upon receipt of the request, 911 Supervisor will notify Call Receivers of the Law Enforcement activation and Call Receivers will process calls as outlined below. When Law Enforcement Shift Commander determines that an altered level of service is no longer needed, Dispatch Supervisor will send a follow up email or CAD call back to the 911 Duty Supervisor or the designated supervisor work station notifying of the cancellation of the Tier activation. Included will be the names of the cancelling Law Enforcement Shift Commander and the name of the supervisor requesting the cancellation.

Tier 1 Activation – For use during active incidents requiring an extended law enforcement involvement. (Examples: Active hostage situations, Ice storm, fire storm etc…)

- When this level of activation is requested, the request needs to include an approximate ending time
- For calls with the Priority 3 or lower, 911 will advise the caller or call back the caller to notify them that (SPD or SCSO) is currently involved in a priority incident and has requested that callers call back at the predetermined time to request contact/report their incident or that police response to their call has been cancelled. Crime Check will offer to take the report via telephone.
- When Law Enforcement Shift Commander or his/her designee requests the activation be cancelled, the Dispatch Supervisor will send either an email or CAD call back notification to the 911 Supervisor.

Tier 2 Activation – For use during times when Dispatch and Law Enforcement Field Officers are experiencing an increased workload, but the spike of activity is only expected to last for a short duration.

- 911 will continue to enter all Cad Incidents
- 911 will advise callers that their request has been forwarded to Law Enforcement Dispatch but that (SPD/SCSO) has requested Crime Check advise callers that their request for service would be delayed indefinitely

Briefing Paper
City of Spokane
Interlocal Agreement for Crime Check Services
Finance Committee
January 09, 2013

Subject
Interlocal Agreement - City/County Spokane Crime Reporting Center for $655,900.00. The contract is increasing by 3%, plus an additional $62,500.00 for the processing of auto theft reports. The interlocal will be effective January 1, 2013 – December 31, 2013.

Background
The allocation of costs for the base budget (not including the 1/10th of 1 percent Emergency Communications Sales and Use Tax) are sixty four(64) percent to the CITY, plus a fee for auto theft reports and thirty six (36) percent to the Sheriff. The City's allocation equates to $655,900.00 and the Sheriff's allocation equates to $324,516.00. Of the City's amount, $593,400.00 is the base fee and $62,500.00 is the fee for auto theft reports.

Impact
This interlocal is a renewal of the current contract.

Action
Approval.

Funding
General Fund

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	OPR 2013-0072
		Renews #	
Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	ELIZABETH SCHOEDEL 625-6232	Project #	
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 13105
Agenda Item Name	4320 OUTSIDE COUNSEL FOR TMDL PROCESS AND CSO REDUCTION PLANNING		

Agenda Wording

Contract with Craig Trueblood as Outside Counsel to provide legal services and advice to the City regarding strategy for on-going Dissolved Oxygen TMDL process, and for an integrated approach for CSO Reduction Planning.

Summary (Background)

Outside Counsel shall provide legal services and advice to the City regarding strategy for on-going Dissolved Oxygen TMDL process, and for an integrated approach for CSO Reduction Planning. Counsel shall assist with NPDES permitting process, development of projets and water quality risk analysis and provide strategy for response/collaboration on potential third party environmental claims.

Fiscal Impact		Budget Account
Expense	$ 50,000 (2013)	# 4320-43200-35141-54101
Expense	$ 50,000 (2014)	# 4320-43200-35141-54101
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	ARNOLD, DALE	Study Session	
Division Director	ROMERO, RICK	Other	01/14/13 (PW Committee)
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	pdolan@spokanecity.org	
For the Mayor	SANDERS, THERESA	Tax & Licenses	
Additional Approvals		craig.trueblood@klgates.com	
Purchasing		darnold@spokanecity.org; lhendron@spokanecity.org	
		kbrooks@spokanecity.org;cmarchand@spokanecity.org	
		eschoedel@spokanecity.org;	
		rromero@spokanecity.org;	

City Clerk's No. OPR 2013-0072

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and CRAIG TRUEBLOOD of the law firm of K&L GATES LLP, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as "Firm."

The parties agree as follows:

1. PERFORMANCE. The Firm shall act as OUTSIDE COUNSEL providing legal services and advice to the City and individual officers and employees regarding environmental matters for the Wastewater Management Department, consistent with applicable law and this contract. The Firm shall comply with the attached "General Terms and Conditions for Outside Counsel".

A. Strategy for on-going Dissolved Oxygen TMDL process ("Bubble Theory" model for pollution trading, Phosphorus Bioavailability Study, Department of Ecology remodeling process and associated public comments / hearing / review / appeal process);

B. Strategy for integrated approach for CSO Reduction Planning;

C. NPDES permitting with Department of Ecology (including both Stormwater NPDES Permit and Riverside Park Water Reclamation Facility NPDES permit commending, drafting, negotiations, public hearing / review /appeal process);

D. Development projects and water quality risk analysis and assessment; and

E. Strategy for response / collaboration on potential third party environmental claims.

2. CONTRACT TERM. The contract shall begin November 1, 2012 and run until terminated or completion of services, whichever is earlier. The City reserves the right to terminate this contract, with or without cause, as determined in the sole discretion of the City Attorney.

3. COMPENSATION. The City shall pay the hourly fees and other charges as stated in the attached exhibit, up to a maximum amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) that may not be exceeded without the written approval of the City Attorney or city council, where appropriate.

4. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal,

state, and local laws and regulations.

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

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

7. INSURANCE. During the term of the contract, the Firm shall maintain in force at its own expense, the following insurance coverage:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate, for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and

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

D. Professional Liability (E&O) Insurance with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. If coverage is to be provided on a claims-made basis, the Firm shall warrant that any policy retroactive date precedes the effective date of the contract. The coverage must remain in effect for at least two (2) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverages required by the contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured,

and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and shall have a rating of A- or higher by Best. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate the self-insured retentions with respect to the City, its officers, agents, employees and volunteers. Any modification or variation from these insurance requirements shall be made by the Office of the City Attorney and/or the City's Risk Manager in the City's sole discretion.

8. INDEMNIFICATION. The Firm shall indemnify the City, its officers and employees, from and against all direct damages, liability, cost and expense proximately caused by the negligent performance of the Firm's professional obligations under this contract, subject to such defenses as the Firm may have under applicable law to a claim for negligence in the performance of its obligations. The Firm shall have no liability hereunder for punitive, consequential, special or other indirect damages. This indemnification is solely for the benefit of the City and no third party beneficiary or other rights shall be created under this section.

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

10. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this contract shall continue to be in full force and effect.

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

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

D. AMENDMENTS. This contract may be amended at any time by mutual written agreement.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

Dated: Jan. 9, 2013

K & L GATES LLP

E-Mail address, if available:
craig.trueblood@klgates.com

By: _____
Title: partner

GENERAL TERMS AND CONDITIONS FOR OUTSIDE COUNSEL

I. SCOPE OF REPRESENTATION

A. The Firm will be engaged on a case-by-case basis to represent the City, and if applicable, its employees and elected officials in lawsuits which are filed in superior court or federal district court. Specific assignments may include investigation of claims, all aspects of litigation, appeals, and additional legal representation or consultation tasks as assigned by the City Attorney. If a conflict of interest arises between the City and any department employee, it will be resolved in accordance with the Rules of Professional Conduct.

B. Interaction with the City:
Unless prohibited by the Rules of Professional Conduct, the Firm's interaction with the City will comply with the following guidelines:

1. The City Attorney must be given advance notice of any significant decisions in order to be able to participate fully in making the decisions.

2. The City Attorney must be provided with advance drafts of all significant documents (policy statements, pleadings, memoranda) in sufficient time to be able to participate fully in decisions regarding such documents.

3. The City Attorney must routinely receive copies of all other documents, including correspondence and internal legal memoranda.

4. The City Attorney must fully participate in all deliberations and decisions regarding possible settlement of a case.

5. The City Attorney must participate in the selection of all consultants or experts. No subcontracting is permitted under the contract without the specific authorization of the City Attorney.

6. Any extensive legal research proposed by the Firm must be discussed in advance with the City Attorney.

7. The City Attorney must be advised as soon as reasonably possible of any potential conflicts in representation.

C. The City reserves the right to designate a specific attorney(s) in the Firm to work on specific matters as lead counsel or associate lead counsel for the services rendered pursuant to any referral contract. The City further reserves the right to approve any attorney offered to provide services.

D. Conflicts of Interest.
The Firm or attorney who is selected to represent the City must disclose any actual or potential conflict of interest, and will be prohibited from engaging in or carrying on any legal work on behalf of any client that is directly adverse to the City or its interests without the specific written consent and waiver of the Office of the City Attorney. Waivers will be evaluated on a case-by-case basis. The Firm or attorney engaged to represent the City shall have a continuing duty to disclose such information. The Office of the City Attorney will NOT sign "blanket" waivers.

E. Confidential Information.
All confidential communications between the City, its officers, employees or agents, and the Firm, whether oral or written, and all documentation whether prepared by the Firm or the City shall be considered privileged and shall not be disclosed except by the written consent of the City Attorney.

F. Subcontracting.
No portion of the work will be subcontracted without prior written approval of the Office of the City Attorney.

G. Advertising.
The name of the City shall not be included in any promotional or advertising materials by the Firm without the prior written approval of the City's Attorney's Office.

II. BILLING PROCEDURES

A. Billing Procedures.

1. Billings by the Firm shall be submitted on a monthly basis.

2. Unless otherwise agreed upon in advance in writing, the City will be charged for services rendered on an hourly basis and billings will be reflected in increments of one-quarter of an hour or less.

3. Each billing statement shall be set forth for each date services were performed:

   - A brief summary of the services provided;
   - The number of hours, or fractions of hours, spent by each provider;
   - The hourly rates of each of the providers;

4. Expenses and disbursements shall be shown in detail:

   - Air travel shall be approved by the City in advance and is reim-

bursable at coach rates;

- The City must not be charged for courier service or other expedited mail delivery unless the urgency was caused by the City or the City requests the service.

- Billings for experts or consultants retained by the Firm shall be provided in substantially similar format as outlined above.

5. Any changes in outside counsel's fee schedule shall be discussed with the City Attorney prior to implementation.

6. The Firm has retained because of its expertise. The City shall not be billed for basic general legal or technical research necessary to educate staff or less experienced attorneys in the Firm without advanced City approval.

7. The City shall not be billed for any time spent in preparing or reviewing the Firm's billings to the City or for internal quality control procedures.

8. Unless approved in advance, the City will not reimburse for time spent by more than one (1) attorney attending meetings, witness interviews, depositions, hearings and the like.

B. Payment.
The Firm shall send its applications for payment to the City Attorney's Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. The Firm shall also send a copy of its applications for payment to the City of Spokane Wastewater Management Department, 909 East Sprague Avenue, Spokane, Washington 99202. Payment will be made within thirty (30) days after receipt of the Firm's applications except as provided by state law.

C. Audit.
The Firm shall keep adequate and accurate records supporting all amounts invoiced to the City, and must maintain the records for at least six (6) years following completion of any work. The Firm shall allow authorized City representatives to review and audit all records relating to services provided under any contract with the City.

FEE SCHEDULE

HOURLY RATES

Craig Trueblood	$380

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements And Out-Of-Pocket Expenses
  - Computerized Legal Research
  - Court Reporter Appearance Fees
  - Deposition (Transcription and/or Video) Fees
  - Fees For Retrieval of Records
  - Mediation Or Arbitration Fees
  - Court Costs And Filing Fees
  - Payments To Outside Investigators
  - Expert Witnesses And/Or Expert Consultants
  - Court Transcripts
  - Demonstrative Aids
  - Witness Fees
  - Mileage (See General Conditions)
  - All Other Items For Which The Firm May Advance Or Incur Costs For The City's Benefit

BRIEFING PAPER
Public Works Committee
Wastewater Management
January 14, 2013

Subject

Contract for Special Environmental Counsel Services for Craig Trueblood, of K&L Gates for TMDL and NPDES permitting matters, as well as advice and counsel on risk analysis/assessment on City projects and response/collaboration with third party environmental claims, as needed, as well as advice and counsel on CSO related issues, not to exceed $100,000.

Background

The City of Spokane is working on issues relating to an integrated approach for the CSO reduction plan and requirements as established by Department of Ecology; upgrades to the Riverside Park Water Reclamation Facility; NPDES permitting and TMDL regulatory requirements; and Spokane River Toxics Task Force. Mr. Trueblood will continue his efforts in advising the City in maintaining its currently favorable position in the DO TMDL process and the resultant NPDES permitting for both the City's stormwater and treatment plant systems. The funding requested will also allow the City to act immediately and affirmatively and proactively seek federal and state acceptance of the Integrated Approach for CSO requirements.

Over the past two years, Mr. Trueblood has assisted the City in settling the PCBs Notice of Intent to Sue with the Riverkeeper/Center for Justice. Mr. Trueblood has assisted in the Consent Decree Implementation reporting requirements and provides valuable assistance in collaborating to result in earlier and more efficient resolution of potential issues which further saves on legal fees.

Craig Trueblood has represented the City on various environmental matters since the mid-1980's. His expertise in all spheres of environmental law combined with his extensive history with the City create streamlined and efficient representation of the City's interests on complex issues that frequently span years before final resolution. The City also benefits tremendously from his representation of many municipalities on similar issues state-wide.

Impact

Requested funding will allow Mr. Trueblood to continue as Special Environmental Counsel for the City.

Action

Recommend approval.

Funding

Funding for this work is provided in the Wastewater Management budget.

For further information, please contact Rick Romero, Director of Utilities Division 625-6361 or rromero@spokanecity.org.

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	OPR 2013-0073
		Renews #	
Submitting Dept	COMMUNITY DEVELOPMENT	Cross Ref #	
Contact Name/Phone	MELORA SHARTS X6325	Project #	
Contact E-Mail	MSHARTS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1669 PIONEER PARK PLACE GP LLC		

Agenda Wording

Loan Agreement & other documents with Pioneer Park Place GP LLC (Spokane, WA) for redevelopment of a former nursing home into 29 apartments with 1- and 2-bedrooms at 424 W 7th Ave - $262,000 HOME funds (Cliff/Cannon neighborhood)

Summary (Background)

The City receives HOME grants from HUD for housing affordable to low-income households. The City loan requires that 8 units (6 1-bedroom, 2 2-bedroom)benefit households at or below 30% of the area median income (AMI) for at least 15 years. Other financing sources require 28 units to benefit households at or below 30% - 60% AMI for up to 40 years. Other financing includes a construction loan, HUD 811 funds, tax credit equity, State funds. Community Frameworks (Spokane) is managing member of LLC

Fiscal Impact		Budget Account
Expense	$ 262,000 HOME	# 1710 59340 59210 54201
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	ALLARD, JERRIE	Study Session	9/24/12 PCED
Division Director	MALLAHAN, JONATHAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	kmoat@spokanecity.org	
For the Mayor	SANDERS, THERESA	msharts@spokanecity.org	
Additional Approvals		gfischer@spokanecity.org	
Purchasing		maxb@communityframeworks.org	

PIONEER PARK PLACE
424 W 7TH Ave

Proposed Budget

Purchase price	$1,410,000	LIHTC equity	$3,641,321
Closing/title	30,000	HUD 811 program	1,794,900
Excise Tax	25,098	Housing Trust Fund	700,000
Rehabilitation	2,903,350	City HOME	$262,000
Contingency	314,669		
Sales tax	252,591		
Permits/fees/hookups	10,000		
Equipment, furnishings	8,500		
Appraisal/market study	16,250		
Architect	187,000		
Environmental assessment	9,200		
Boundary & toposurveys	6,400		
Legal	80,000		
Consultant/other soft	56,500		
RE taxes/insurance/utilities	42,000		
Bridge loan fees & interest	12,892		
Construction loan fees	40,161		
Construction interest	160,000		
Housing Trust Fund fees	19,500		
LIHTC fees	41,429		
Nonprofit donation	15,930		
Accounting/audit	12,750		
Marketing/leaseup	5,000		
Carrying costs at rentup	40,000		
Operating reserves	120,000		
Replacement reserves	29,000		
Developer fee	550,000		
TOTAL	**$6,398,220**	**TOTAL**	**$6,398,220**

Project includes the rehabilitation of the shell of a four-story former nursing home into 29 units, including 20 one-bedroom units and 9 two-bedroom units. Rehabilitation work is expected to include (but is not limited to) demolition of the detached brick garage/storage building; work on all major systems in the buildings (including (but not limited to) plumbing, electrical, heating and cooling, fire protection system, secure access system, roof membrane, and insulation); elevator upgrades; the creation of 29 apartments, a lobby, office space, and communal tenant space with laundry room; replacement of windows and doors; and cleaning, repair, and/or painting of exterior surfaces. Upon completion of the work, six units will be ADA accessible and all will meet Section 504 requirements.

BRIEFING PAPER
City of Spokane
Planning, Community & Economic Development Committee
September 24, 2012

Subject

Update on affordable rental housing projects, which have been allocated federal HOME funds through the Community Development Dept., and are expected to come before City Council before the end of 2012.

Background

The City receives an allocation of federal funds from the U. S. Department of Housing and Urban Development (HUD) through its HOME Investment Partnerships Program, which is administered by the Community Development Dept. Eligible uses include the construction, rehabilitation, and acquisition of rental properties, which are affordable to low-income tenants. Eligible recipients include for-profit and non-profit housing providers and housing authorities.

Impact

HOME funds are the City's primary funding source for affordable housing development. Long-term requirements relating to rents and tenant incomes are imposed and a number of other federal requirements apply. Local funds are critical to obtaining other public funds, such as from WA State's Housing Trust Fund or the WA State Housing Finance Commission.

The attached table shows affordable housing projects that have been approved by Council, and pending projects which have been allocated funds and will come before Council soon.

- The Luhn House is an historic 6-bedroom home, which is being purchased by Volunteers of America. While in good shape, work is needed to bring it into compliance with licensing requirements and the HOME program rehabilitation standards.

- Clare View Seniors Apartments is being developed by Spokane Housing Ventures and Whitewater Creek, Inc. It includes construction of 61 one- and two-bedroom apartments for seniors and will be managed SHV, which also owns the existing Clare House senior housing project.

- Pioneer Park Place is the conversion of a former nursing home to 29 apartments. It is owned by Community Frameworks.

These last two have received allocations of low-income housing tax credits from the WA State Housing Finance Commission, as well as funds from the State Housing Trust Fund. Pioneer Park Place also has capital funds and rent assistance allocated by HUD's 811 program. The documentation for these projects is being reviewed and completed by the various funders. The Clare View Seniors project should be before Council within a week.

Action

Loan documents relating to Clare View Seniors, Pioneer Park Place, and Luhn House should be on the Council agenda for action before the end of the year.

Funding

The HUD HOME program began in 1992 and the City's annual allocation of HOME funds ranged from $1.4 to $1.8 million from 1995 to 2011, and was reduced to $963,593 in 2012. HOME's eligible uses include: rental housing (acquisition, rehabilitation, or construction), single family housing rehabilitation, tenant-based rental assistance, and homebuyer assistance.

The HOME Program is subject to a number of federal requirements and federal regulations. The Catalogue of Federal Domestic Assistance Number (CFDA) is 14.239. Additional HOME program information is available at: http://www.hud.gov/offices/cpd/affordablehousing/programs/home/.

Most uses of HOME funds require a 25% match from non-federal sources. The match requirement is evaluated at the program level, not the level of each project. Thus far, the City has easily met the match requirement.

OPR #2012-_____

CITY OF SPOKANE

PIONEER PARK PLACE

HOME PROGRAM LOAN AGREEMENT

This HOME Program Loan Agreement (the "Loan Agreement") is made effective this ___ day of January, 2013 ("Effective Date"), by and between the **City of Spokane**, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, and **Pioneer Park Place GP LLC**, a Washington limited liability company (the "Borrower"), whose address is 315 W. Mission Avenue, Suite 100, Spokane, WA 99201. The Borrower is the sole general partner of **Pioneer Park Place LLLP** ("Owner"), a Washington limited liability limited partnership that will redevelop a former nursing home to create Pioneer Park Place, as described below. Borrower and City are together referenced as the "Parties". This Loan Agreement is part of a transaction further reflected in a Promissory Note executed by the Borrower (the "Note"), and a HOME Program Loan Covenant Agreement executed by Owner ("Covenant Agreement"), and a Deed of Trust from Owner in favor of the City, as beneficiary, which provides a security interest in the Project ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said documents shall have the same meaning in this Loan Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

WITNESSETH: The Parties hereby agree to diligently fulfill the following duties and to perform the following services in accordance with all of the conditions, terms, and requirements of this Loan Agreement.

I. PURPOSE

A. The purpose of this Loan Agreement is to expand the supply of decent, safe, sanitary, and affordable housing for extremely low-income households pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq., CFDA #14.239) ("HOME").

B. To accomplish the purpose of this Loan Agreement, the City shall provide a loan to the Borrower (or its assigns) to pay a portion of the costs of redeveloping of a former nursing home into a 29-unit apartment building at 424 West 7th Avenue in Spokane, WA (the "Project"). The legal description of the Project is:

> LOTS 10, 11, AND 12, BLOCK 93, THE SECOND ADDITION TO THE RAILROAD ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 8, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

ALSO THAT PORTION OF LOT 9, IN SAID BLOCK 93, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9;
THENCE NORTH ALONG THE WEST BOUNDARY 90 FEET;
THENCE EAST 45 FEET;
THENCE SOUTH 20 FEET;
THENCE EAST 5 FEET TO THE EAST BOUNDARY OF SAID LOT 9;
THENCE SOUTH 70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;
THENCE WEST TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 35194.5110.

Property Address: 424 West 7th Avenue, Spokane, WA 99204.

Eight (8) of the 28 units available for rent shall be HOME-assisted under the City's requirements and nine (9) units will be HOME-assisted under the program of the State of Washington's Department of Commerce. The City's eight (8) HOME-assisted units will include six (6) one-bedroom units, and two (2) two-bedroom units. These eight units shall be considered as "floating units", meaning that units originally designated as City HOME-assisted units may change over time. The number of City HOME-assisted units in the Project may never be less than eight (8) and units must be comparable in size, features, and number of bedrooms to those units originally identified as HOME-assisted units.

One (1) of the 29 total units shall be reserved for a resident manager. Upon completion, at least two (2) units in the project shall be accessible to individuals with mobility impairments and one additional unit shall be accessible to individuals with sensory impairments pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

C. The Project is expected to conform to the estimates noted in the Project Budget, attached hereto as Attachment 1 and incorporated herein. All additional costs over and above the sum noted as compensation for this Loan Agreement shall be borne by the Borrower.

II. CONTRACT TERM

This term of this Loan Agreement shall commence on the Effective Date and shall expire on December 1, 2044 (the "Maturity Date"); *provided*, this Loan Agreement shall not expire on the Maturity Date if an Event of Default (as defined herein) has occurred hereunder and is continuing as of the Maturity Date.

III. LOAN AMOUNT

The City shall loan the Borrower a sum not to exceed TWO HUNDRED SIXTY-TWO THOUSAND AND NO/100 DOLLARS ($262,000.00) from HOME funds, to be disbursed as provided herein (the "Loan").

IV. INTEREST

Borrower agrees to pay interest on the outstanding principal balance loaned, compounded annually commencing on the date money is first disbursed under this Loan Agreement, at the rate of two and twenty-nine one-hundredths percent (2.29%) *per annum.* If rents for any HOME-assisted unit of the Project are raised above the level of the Affordability Requirements set forth in Section VIII of this Loan Agreement (the "Affordability Requirements"), or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in *The Wall Street Journal*, plus three percent (3%), compounded annually, for the period of noncompliance, as determined by the City's Director of the Community, Housing and Human Services (the "Director").

V. SECURITY/SUPPORT

A. Borrower shall assure and maintain the City's security position on the underlying real estate as evidenced by the Deed of Trust, which is subordinate only to housing covenant agreements or regulatory agreements and/or deeds of trust from the U.S. Department of Housing and Urban Development (HUD), the Washington State Department of Commerce, the Washington State Housing Finance Commission, and construction financing from Banner Bank.

B. The Affordability Requirement shall be recorded as a ***covenant running with the land***, and shall apply without regard to the term of any loan or mortgage or transfer of ownership.

C. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City may use purchase options, rights of first refusal or other preemptive rights to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City further reserves the right to revive any affordability restrictions according to the original terms of this Loan Agreement if, during the Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

D. Borrower shall keep in force, continuously, insurance covering the Project and property legally described above, listing the City of Spokane as policy beneficiary, pursuant to Section IX of this Loan Agreement.

VI. FUNDING DISBURSEMENTS

City HOME funds shall be disbursed only after completion of all requirements imposed by the United States Department of Housing and Urban Development ("HUD"), and upon completion of an environmental review by the City. All loaned funds must be utilized by December 31, 2014. Funds shall not be loaned until needed for payment of eligible project costs, as defined by 24 CFR §92.206 and as further

defined in the Program Description of the City's Multifamily Housing Program. In case of a difference between the Parties on when the funds shall be disbursed, the Director's determination shall govern.

VII. INCOME DETERMINATIONS

A. For purposes of this Loan Agreement, tenant "annual income" is defined pursuant to 24 CFR part 92.203(b)(1), less income adjustments pursuant to 24 CFR part 5.611.

B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR part 92.203(a)(1)(i). Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR part 92.203(a)(1)(ii) and 24 CFR part 92.252(h).

C. Rent increases and annual income recertifications shall be governed by the Affordability Requirements.

VIII. AFFORDABILITY REQUIREMENTS

A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR part 92.252, is ten (10) years, beginning after Project completion, as determined by the Director. "Project completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR part 92, including the property standards under 24 CFR part 92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD.

B. City Affordability Period. The City Affordability Period is fifteen (15) years, beginning after Project completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements.

C. Rent Limit. During the Affordability Period, rents on the eight (8) HOME–assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. These units shall include six (6) one-bedroom units and two (2) two-bedroom units. Should the HUD rents decline below the initial project rents, the Owner's rents do not need to be reduced below the initial rents. A table of current HUD rents is attached to this Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is based upon the Section 8 existing housing allowance for tenant-furnished utilities and other services as published annually by HUD and issued by the Spokane

Housing Authority or twelve (12) months of documented actual utility costs as acceptable to the Director. Notwithstanding the foregoing, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program (which maximum rent may be higher than the rent limit otherwise determined under this paragraph).

D. Rent in Excess of Limit. Rents can be increased above the maximum limits described above after expiration of the Affordability Period, but the loan will be subject to repayment at the higher interest rate as provided for in Section IV of this Loan Agreement.

E. Income Limit. At initial occupancy, tenants of the eight (8) of the HOME-assisted units shall have incomes not greater than thirty percent (30%) of the AMI as defined by HUD. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the tenant's rent shall increase to thirty percent (30%) of fifty percent (50%) of AMI and the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. Furthermore, if any of these tenants' incomes increases and exceeds sixty-five percent (65%) of AMI, then the tenant's rent shall be increased to thirty percent (30%) of sixty-five percent (65%) of AMI. In addition, if any of these tenants' incomes increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall be increased to thirty percent (30%) of the tenant's adjusted monthly income and the tenant's lease shall not be renewed upon expiration and with at least ninety (90) days' written notice.

F. LIHTC Savings Clause. For tenants of low-income housing tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended.

G. Income Certifications. All tenants' incomes shall be recertified annually by the Owner. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.

H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.

I. Relocation. Tenants in occupancy prior to the Effective Date are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.

IX. INSURANCE

The Borrower shall keep the Project and all improvements now existing or hereafter erected thereon continuously insured as required in the Deed of Trust, the Note and the Covenant Agreement and herein, naming the City as mortgagee and/or loss payee. The insurance requirements apply during the Affordability Period, or during any such time as there are outstanding sums due under the Note.

X. PROPERTY STANDARDS

A. All HOME-assisted housing under this Loan Agreement shall meet all applicable Federal, State and local code requirements and housing quality standards, rehabilitation standards, ordinances, and zoning ordinances at the time of Project completion and for the duration of the Affordability Period.

B. Any accessible HOME-assisted housing units under this Loan Agreement shall, for the duration of the Affordability Period, meet the accessibility requirements at 24 CFR part 8 and the design and construction requirements at 24 CFR part 100.205.

C. The Borrower shall comply with the provisions of 24 CFR part 92.251.

XI. COVENANTS

Borrower shall:

A. Maintain rents pursuant to the Affordability Requirements.

B. Maintain all required insurance herein.

C. Maintain Project financial reports, Project financial records, and provide all other information and documentation that the City of Spokane may reasonably request.

D. Make prompt payment of all taxes and financial liabilities.

E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under this Loan Agreement or as approved of by the Director in writing. The Director may withhold such approval at his/her discretion.

F. Promptly provide rent and tenant income information at initial tenant occupancy and annually throughout the term of this Loan Agreement or the extended term of this Loan Agreement, or as otherwise requested by the City.

G. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Loan Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. The Federal Labor Standards Provisions with which Borrower must comply are attached hereto as Attachment 3 and incorporated herein. City's costs to administer Davis-Bacon Federal Labor Standards, and Related Acts shall be borne by the Borrower.

H. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.

I. Maintain housing in compliance with HUD Section 8 Housing Quality Standards and local code requirements throughout the term of this Loan Agreement or the extended term of this Loan Agreement.

J. Upon Project completion, the Project shall obtain a final Certificate of Occupancy, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet HUD Section 8 Housing Quality Standards, minimum rehabilitation standards, and all applicable state and local codes and ordinances.

Borrower shall cause the Covenant Agreement (which shall contain the foregoing covenants) to be recorded as ***covenants running with the land***.

XII. PROJECT TIMETABLE

A. The Borrower agrees to complete work required in accordance with the timetable set forth in Attachment 4. Timely completion of the work is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and failure to meet deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Loan Agreement, the Borrower agrees that the Project will be completed as expeditiously as possible and make every effort to ensure the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Loan Agreement and revocation of HOME funds. Since it is mutually agreed that time is of the essence, the Borrower shall cause appropriate provisions to be included in all contracts or subcontracts relative to the work tasks in Attachment 4. It is intended that such provisions included in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Borrower and its successors and assigns to the project or any part thereof or any interest therein.

B. In the event the Borrower is unable to meet the above schedule or complete the above services due to delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the Borrower, the City shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Borrower to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and delays related to the delay.

XIII. DEFAULT

A. Events of Default. The following shall be considered "Events of Default" for purposes of this Loan Agreement:

1. Failure of Borrower (i) to make any principal and interest payment within ten (10) days after such payment is due or (ii) to perform, observe or comply with the Affordability Requirements, income determinations, or any other provisions, related covenants, terms, conditions or restrictions of this Loan Agreement or any agreement relating to the Project (*i.e.*, the occurrence of an event of default under other indebtedness secured by the Project property) or any part thereof, and failure to fully cure the same within the period of time, if any, permitted for cure and, if no period for cure is otherwise provided for, within sixty (60) days of written notice from the City of such failure, requesting the same to be remedied; provided, after a second non-compliance of any provision in a five- (5) year period, only fourteen (14) days written notice is needed.

2. Failure to perform required maintenance or performance of any act by Borrower which would, in the City's opinion, adversely affect the value of the Project in a material respect.

3. Sale, transfer, lease (other than leases to residential tenants), or other conveyance of the Project or any portion thereof, including assumptions and subordinations, other than pursuant to Section XXII of this Agreement or upon obtaining the prior written consent of the Director.

4. Filing a voluntary or involuntary petition not dismissed within ninety (90) days after filing under the United States Bankruptcy Code by or against the Borrower.

5. Any representation, warranty or disclosure made to the City or any other Project lender which proves to be materially false or misleading as of the date made, whether or not such representation, warranty or disclosure appears in this Loan Agreement.

6. Failure to maintain and keep in force adequate amounts of insurance as is usual in the business carried on by the Borrower, or as required herein.

B. Notice of Default. Upon the occurrence of an Event of Default, the City shall give written notice to Borrower and the Limited Partner specifying: (i) the Event of Default; (ii) the action required to cure the Event of Default; (iii) the date by which such Event of Default must be cured; and (iv) that failure to cure such Event of Default on or before the date specified in the notice may result in acceleration of the Loan.

C. Cure Rights. The City agrees to accept performance on the part of the Owner's limited partner(s) (the "Limited Partner") as though the same had been performed by Borrower under this Loan Agreement and any of the Related Documents. The City will allow the Limited Partner (a) ten (10) days after giving the Limited Partner notice to cure a monetary default under this Loan Agreement or any Related Document other than the payment due at maturity and (b) up to thirty (30) days after giving the Limited Partner notice to cure any non-monetary default under this Loan Agreement or the Related Documents

provided, however, that in the event of a non-monetary default that is not susceptible to being cured within such thirty (30) day period, the City will allow the Limited Partner an additional period of up to sixty (60) days to cure such default, provided that the Limited Partner has commenced to cure such default and is diligently and continuously proceeding to cure such default through the end of the sixty (60) day period. If the Limited Partner makes any such payment or otherwise offers cure of a default, the City will accept or reject such action as curing such default on the same basis as if payment or cure were made directly by Borrower.

XIV. REMEDIES

A. Upon the occurrence of an event of default not timely cured after notice, the City may, in addition to any other remedies which the City may have hereunder or under this Loan Agreement or by law or equity, at its option and upon written notice to the Borrower, take any or all of the following actions:

1. Immediately terminate any further advance of Loan funds.

2. Declare the debt immediately due and payable and commence collection proceedings against the Borrower.

3. Seek judicial appointment of a receiver.

4. Foreclose under the security documents or instruments, judicially or non-judicially.

5. File suit against the Borrower.

6. Seek specific performance or injunctive relief to enforce performance of the undertakings, duties, and agreements provided in this Loan Agreement or any related security document or instrument, whether or not a remedy at law exists or is adequate.

B. All remedies of the City provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law or in equity or by this Loan Agreement. The exercise of any right or remedy by the City shall not in any way constitute a cure or waiver of default under this Loan Agreement or any other related Project agreement, or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights unless, in the exercise of such rights, the City realizes all amounts owed to it by the Borrower.

C. A failure to declare or a delay in declaring a default shall not constitute a waiver of any rights or remedies or excuse any failure by the Borrower to strictly comply with its obligations under this Loan Agreement or any other related Project agreement or document.

XV. REPAYMENT

A. 15-Year Deferral Period: No payments of principal or interest shall be due from the Effective Date through December 31, 2028.

B. 15-Year Payment Period: Principal of the Loan shall be repaid, together with accrued interest thereon, in approximately equal amortized installments of principal and interest on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing on January 1, 2029, in the amount required to fully amortize the outstanding principal of and accrued interest on (including the interest accrued through December 31, 2028) this Note by the Maturity Date. The amount of the amortized monthly payment described in the preceding sentence shall be determined as of December 1, 2028.

C. Maturity Date: All outstanding principal of and unpaid interest on this Note is due and payable on the Maturity Date.

D. Prepayment: The Borrower may repay all or any portion of the outstanding principal of the Loan at any time, without penalty.

E. Late Charges: A late charge of thirty dollars ($30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy. Payments received will first be applied to late charges, then to interest, and finally to principal.

F. Application of Payments: A late charge of thirty dollars ($30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy. Payments received will first be applied to late charges, then to interest, and finally to principal.

G. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as the City may designate to Borrower in writing.

XVI. NONDISCRIMINATION/RENT SUBSIDY

Neither the Borrower nor any of its agents shall refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

XVII. FAITH-BASED ACTIVITIES AND ORGANIZATIONS

The Parties agree as follows regarding faith-based activities and organizations, pursuant to 24 CFR 92.257:

A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Neither the Federal government nor a State or local government receiving funds under HOME programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

B. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this Loan Agreement. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this Loan Agreement, and participation must be voluntary for the beneficiaries of the assistance provided.

C. A religious organization that participates in the HOME program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HOME-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

D. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

E. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities as described herein. Where a structure is used for both eligible and inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the loan or grant, or any change in use of the Project during the term of the loan or grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

F. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the

option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

XVIII. COMPLIANCE WITH LAWS

A. The Borrower shall at all times while this Loan Agreement and the Related Documents remain in force ensure that the Owner carries out all construction and development activities in connection with the Project, and the management, maintenance, leasing and operation of the Project, in strict compliance with all applicable laws, ordinances and regulations with this Loan Agreement; with the Related Documents; and with the terms of any other loan agreements, deeds of trust, regulatory agreements, contracts, and other instruments by which the Borrower, the Owner, and/or the Project are bound in all material respects.

B. The Borrower shall comply with all HOME Program requirements as outlined in 24 CFR part 92 et seq., as may be amended from time to time.

C. The Borrower shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601 et seq.), E.O. 11063 (3 CFR, 1959-1963 Comp., p. 652), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD regulations issued pursuant thereto.

D. The Borrower shall comply with the nondiscrimination, equal opportunity, disclosure requirements, drug-free workplace, and debarred, suspended or ineligible contractor requirements of 24 CFR part 92.350.

E. The Borrower shall comply with the affirmative marketing and minority outreach program of 24 CFR part 92.351.

F. The Borrower shall comply with the National Environmental Policy Act of 1969, as outlined in 24 CFR 92.352 and Borrower agrees to implement City-identified conditions on safeguards to protect and enhance environmental quality or minimize adverse environmental impacts.

G. The Borrower shall pay prevailing wages, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of the Project, as applicable. The Borrower shall pay overtime, as applicable, pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Borrower shall comply with all regulations issued under the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act, all Federal laws and regulations pertaining to labor standards, Federal Labor Standards, HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and 24 CFR part 92.354, as applicable. The Borrower shall provide contracts with the prime contractor and major subcontractors as soon as these contracts are available and the contracts shall evidence compliance with Federal Labor Standards. These prevailing wage requirements do not apply to volunteers or sweat equity pursuant to 24 CFR part 92.354(a) and (b). Borrower shall reimburse the City for all costs incurred by the City in administering

Borrower's compliance with applicable Davis-Bacon, Federal Labor Standards, and Related Acts.

H. The Borrower shall minimize tenant displacement pursuant to 24 CFR part 92.353, and shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended ("URA") (42 U.S.C. 4601 et seq.) and the regulations promulgated thereunder at 49 CFR part 24 et seq. The Borrower shall pay tenant relocation payments and expenses pursuant to 24 CFR part 92.353.

1. Tenants in occupancy prior to rehabilitation shall be required to pay not more than the previous rent, or if increased, the new rent and estimated average utility costs shall not exceed thirty percent (30%) of the gross income of all adult members of the household for at least one (1) year from Project completion. Tenants who are moved temporarily to another unit to facilitate the rehabilitation shall also be given advance written notice, provided with a suitable unit, and reimbursed for eligible relocation expenses incurred in connection with the move. Tenants who are displaced from the Project shall be given advance written notice, advisory services, comparable housing referrals, and be provided with moving expense reimbursements and replacement housing payments.

I. The Borrower shall comply with the lead-based paint provisions of 24 CFR part 92.355. The Borrower is responsible for any payments and expenses related to any testing, maintenance, and abatement activities that may be required under this regulation.

J. The Borrower shall comply with the conflict of interest provisions of 24 CFR part 92.356.

K. The Borrower shall comply with the equal employment opportunities for low- and very low-income persons pursuant to 24 CFR part 135.

L. The Borrower shall comply with the Fair Housing Act as implemented by 24 CFR parts 100-115, as applicable.

XIX. TENANT AND PARTICIPANT PROTECTIONS

A. Leases between the Borrower and a tenant shall not be for less than one (1) year, except where approved by the Director, and on mutual agreement between Borrower and tenant.

B. Leases between the Borrower and a tenant shall not contain any of the following provisions:

1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

2. Agreement by the tenant that Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court

decision on the rights of the Borrower and tenant. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Borrower may dispose of this personal property in accordance with Washington state law.

3. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

4. Agreement by the tenant that the Borrower may institute a lawsuit against a tenant or affecting a tenant's interests without notice to tenant.

5. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the Borrower and tenant.

6. Agreement by the tenant to waive any right to a trial by jury.

7. Agreement by the tenant to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease.

8. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

C. Borrower may not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, Borrower must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy.

D. Borrower shall select tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and give prompt written notification to any rejected applicant of the grounds for any rejection.

XX. TENANT PARTICIPATION PLAN

If the Borrower is a Community Housing Development Organization ("CHDO") as defined by 24 CFR 92.2, the Borrower shall adhere to a fair lease and grievance procedure approved by the City and shall provide a plan for and follow a program of tenant participation in management decisions pursuant to 24 CFR part 92.303.

XXI. UNIFORM ADMINISTRATIVE REQUIREMENTS/PROJECT REQUIREMENTS

A. The Borrower shall comply with the applicable uniform administrative requirements of 24 CFR part 92.505 if the Borrower is organized as a non-profit organization.

B. The Borrower shall comply with all applicable Project requirements of Subpart F of 24 CFR part 92 et seq.

C. The Borrower shall comply with the requirements of OMB Circular No. A-122 and the following requirements of 24 CFR part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.21, 84.22, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73, if the Borrower is organized as a non-profit organization.

D. The Borrower shall maintain all tenant and Project records for the most recent five- (5-) year period until five (5) years after the affordability period, or the affordability period as extended, terminates. The Borrower shall permit the City's Community, Housing and Human Services Department, the Department of Housing and 0Urban Development, and the Comptroller General of the United States, or their authorized representatives, access to all books, records, and papers of the Borrower pertinent to the Project. The Borrower shall keep and retain records sufficient to document invoices of all expenditures, project beneficiary data, and all other records required to be kept pursuant to 24 CFR §92.508.

E. The Borrower shall permit the City's Community, Housing and Human Services Department, the Department of Housing and Urban Development, the Comptroller General of the United States, or their authorized representatives, site visits at all times upon reasonable notice throughout the period designated in the Affordability Requirement or the extended period of this Loan Agreement.

XXII. ASSIGNMENT

A. The Borrower shall not assign, transfer, subordinate or sublet any obligation of this Loan Agreement nor shall it sell or otherwise transfer any property subject to this Loan Agreement without prior written consent of the Director, who may withhold such consent at his/her discretion. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

1. Reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

2. An opinion of counsel for the transferee, delivered to the City, to the effect that the transferee (i) has assumed in writing and in full, all duties and obligations of the Borrower under this Loan Agreement and the Related Documents, and (ii) that this Loan Agreement and the Related Documents constitute the legal, valid and binding obligations of the transferee;

3. A showing that written assumption of the transferee and/or the written agreement of the transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Loan Agreement and Related Documents;

4. A showing that the Borrower or the transferee is not in arrears on any payments due and owing to the City or is in default under this Loan Agreement or any of the Related Documents beyond any applicable grace period or cure period;

5. A showing that the Borrower or the transferee does not have a history of instances of non-compliance with any non-monetary provision of this Loan Agreement or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period;

6. A showing that the Borrower or the transferee does not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof; and/or

7. A showing that the Borrower or the transferee is not debarred or suspended by the U.S. Department of Housing and Urban Development from participating in the HOME program.

B. The provisions of this Loan Agreement shall apply to all persons or entities performing obligations set forth by this Loan Agreement, including approved persons or entities to whom or to which the Borrower assigns, transfers, or sublets services as above. Such approved persons or entities shall be subject to the provisions for faith-based activities and organizations as outlined in this Loan Agreement, as applicable.

C. Notwithstanding the foregoing, the following actions are consented to and shall not result in a breach of this Section XXII:

1. The admission of one or more Limited Partners as limited partners of the Owner;

2. The removal of Owner's general partner in accordance with Owner's partnership agreement (provided, the Director's consent shall be required under this Section XXII for any new general partner that will succeed the removed general partner); and

3. A transfer of the Property at the end of the compliance period to Community Frameworks.

D. Any sale, transfer, leasing or other disposition of the Project in violation of this Section XXII shall not relieve the Borrower of any obligation or obligations under this Loan Agreement or any Related Document.

E. The Borrower agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Loan Agreement and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Loan Agreement or any Related Documents shall not be construed as a waiver of any kind.

XXIII. HAZARDOUS SUBSTANCES/REPRESENTATIONS AND WARRANTIES

A. The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any "Hazardous Substances" (as defined below) on or in the Project. The Borrower shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Project when such act constitutes a violation of any federal, state or local Environmental Law, ordinance or rule. As used in this provision, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Project is located that relate to health, safety, or environmental protection.

B. The Borrower shall promptly give the City written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any Hazardous Substance or Environmental Law of which the Borrower has actual knowledge. If the Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Project is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.

C. The Borrower hereby represents and warrants that, to the best of the Borrower's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated Project. To the best of Borrower's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Project, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated Project. The Borrower has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Borrower represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42

U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Borrower is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

XXIV. DISBURSEMENT OF FUNDS

A. The Borrower shall not request disbursement of funds under this Loan Agreement until the funds are needed for payment of eligible costs. The amount of each request shall be limited to the amount needed as the Director may determine.

B. A retainage of ten percent (10%) of the total amount allocated under this Loan Agreement shall be held by the City until all permits have been received, final inspections are complete, a final Certificate of Occupancy is issued, the Borrower accepts the work, federal requirements are fully satisfied, and all other obligations under this Loan Agreement or related agreements are carried out to the satisfaction of the Director.

XXV. DEBARMENT AND SUSPENSION

The Borrower shall comply with the provisions of 24 CFR Part 24 requiring that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Additionally, the Borrower shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/ subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the System for Award Management (https://www.sam.gov), the City has determined, as of the date of this Loan Agreement that the Borrower is not excluded from federal procurement and non-procurement programs. The Borrower has provided in Attachment 5 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.

XXVI. SEVERABILITY

The invalidity of any clause, part or provision of this Loan Agreement shall not affect the validity of the remaining portions thereof.

XXVII. NOTICES

All notices given pursuant to this Loan Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the Parties hereto at the addresses set forth below, or to such other place as a Party may from time to time designate in writing:

City:
City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201-3339

Borrower:
Pioneer Park Place GP LLC
c/o Community Frameworks
315 W. Mission Ave, Suite 100
Spokane, WA 99201

With a copy to:

RBC Tax Credit Manager, Inc.
600 Superior Avenue
Suite 2300
Cleveland, Ohio 44114

Limited Partner:
RBC Tax Credit Manager, Inc.
600 Superior Avenue
Suite 2300
Cleveland, Ohio 44114

XXVIII. INDEMNIFICATION

The Borrower shall protect, defend, indemnify, and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Borrower, its officers, employees or agents, in its performance and/or non-performance of its obligations under this Loan Agreement except arising from the gross negligence, or willful misconduct of City or its officers, employees, or agents. The Borrower agrees that its obligations under this indemnification shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. ***This agreement to indemnify is a separate agreement, shall***

survive any foreclosure action, attempted transfer or the like, is a legal obligation of the Borrower and action may be brought thereon independently of any other remedy at law or provided for herein.

XIX. TERMINATION

In accordance with 24 CFR part 85.43, this Loan Agreement may be suspended or terminated if the Borrower materially fails to comply with any term of this Loan Agreement. This Loan Agreement may be terminated for convenience in accordance with 24 CFR part 85.44.

XIX. EXECUTION IN COUNTERPARTS

This Loan Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS LOAN AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the Effective Date.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

DRAFT

BORROWER:

PIONEER PARK PLACE GP LLC,
a Washington limited liability company

By: COMMUNITY FRAMEWORKS, a Washington nonprofit corporation, its sole manager and sole member

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as the _____ of Community Frameworks, the sole member and manager of PIONEER PARK PLACE GP LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at
My appointment expires

DRAFT

LENDER: **CITY OF SPOKANE, WASHINGTON**

_____

David A. Condon, Mayor

ATTEST:

_____

Terri L. Pfister, City Clerk

APPROVED AS TO FORM:

_____

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David A. Condon, Terri L. Pfister and _____, to me known to be the Mayor, the City Clerk and an Assistant City Attorney, respectfully, of the CITY OF SPOKANE, WASHINGTON, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

_____

(Signature of Notary)

_____

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at

My appointment expires

DRAFT

Attachment 1

Proposed Budget

Purchase price	$1,410,000	LIHTC equity	$3,641,321
Closing/title	30,000	HUD 811 program	1,794,900
Excise Tax	25,098	Housing Trust Fund	700,000
Rehabilitation	2,903,350	City HOME	$262,000
Contingency	314,669		
Sales tax	252,591		
Permits/fees/hookups	10,000		
Equipment, furnishings	8,500		
Appraisal/market study	16,250		
Architect	187,000		
Environmental assessment	9,200		
Boundary & toposurveys	6,400		
Legal	80,000		
Consultant/other soft	56,500		
RE taxes/insurance/utilities	42,000		
Bridge loan fees & interest	12,892		
Construction loan fees	40,161		
Construction interest	160,000		
Housing Trust Fund fees	19,500		
LIHTC fees	41,429		
Nonprofit donation	15,930		
Accounting/audit	12,750		
Marketing/leaseup	5,000		
Carrying costs at rentup	40,000		
Operating reserves	120,000		
Replacement reserves	29,000		
Developer fee	550,000		
TOTAL	**$6,398,220**	**TOTAL**	**$6,398,220**

Project includes the rehabilitation of the shell of a four-story former nursing home into 29 units, including 20 one-bedroom units and 9 two-bedroom units. Rehabilitation work is expected to include (but is not limited to) demolition of the detached brick garage/storage building; work on all major systems in the buildings (including (but not limited to) plumbing, electrical, heating and cooling, fire protection system, secure access system, roof membrane, and insulation); elevator upgrades; the creation of 29 apartments, a lobby, office space, and communal tenant space with laundry room; replacement of windows and doors; and cleaning, repair, and/or painting of exterior surfaces. Upon completion of the work, six units will be ADA accessible and all will meet Section 504 requirements.

DRAFT

SOURCE: HUD
STATE: WASHINGTON
MSA: SPOKANE, WA
EFFECTIVE: Rents – February 9, 2012
Incomes – December 1, 2011

City of Spokane
Community Development
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339
(509) 625-6325
FAX (509) 625-6315

2012 ESTIMATED MEDIAN INCOME: $62,900

2012 INCOME LIMITS

	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON	9 PERSON▲
AREA MEDIAN INCOME (*100% AMI*)	44,100	50,400	56,700	62,900	68,000	73,000	78,000	83,100	88,050
LOW-INCOME (*80% AMI*)	35,250	40,250	45,300	50,300	54,350	58,350	62,400	66,400	70,400
65% OF MEDIAN INCOME[x] (65% AMI)	28,650	32,750	36,850	40,900	44,200	47,450	50,700	54,000	57,250
VERY LOW-INCOME (*50% AMI*)	22,050	25,200	28,350	31,450	34,000	36,500	39,000	41,550	44,050
EXTREMELY LOW-INCOME (*30% AMI*)	13,200	15,100	17,000	18,850	20,400	21,900	23,400	24,900	26,400

2012 *HOME PROGRAM RENTS*

	SRO♦	*EFFICIENCY*	*1 BEDROOM*	*2 BEDROOM*	*3 BEDROOM*	*4 BEDROOM*	*5 BEDROOM*	*6 BEDROOM*
FAIR MARKET RENT (FMR)	367	489	573	755	1,037	1,176	*1,352*	*1,529*
30 OF 65 RENT[x]		*489	*573	*755	1,030	1,129	1,227	1,326
30 OF 50 RENT		*489	*573	708	818	912	1,006	1,100
30 OF 30 RENT		330	353	425	490	547	603	660

AMI – Area Median Income

▲Calculate AMI for a larger than 9-person household by adding 8% for each member over 4-person AMI and round to nearest $50 (i.e., 9-person is 140% of 4-person AMI).

[x]Household income exceeding 65% AMI for tenants who initially income qualified to occupy HOME assisted rental units can result in a rent increase to the 30 of 65 Rent.

♦HOME rent for an SRO is 75% of the Efficiency Fair Market Rent.

*Although HUD's rent calculation exceeds FMR for this unit, HOME regulations do not allow rents to exceed FMR. Consequently, this rent is capped at FMR.

Revised 1/2012

ATTACHMENT 2

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment 4

TIMETABLE

Category	Milestone/Task	Deadline Month Yr/Status
Site control	Close on property.	February 2013.
Financing	Funding awarded by all lenders.	Completed.
	Funding documented by all lenders	February 2013
Design/Permits	Approval of zoning, site plan, construction plans.	February 2013
	Building permits issued.	February 2013
Construction	Begin construction.	April 2013
	Complete construction.	January 2014
	Certificate of occupancy issued.	January 2014
Occupancy	Units occupied.	4 months from Certificate of Occupancy

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

5. I understand that a false statement of this certification may be grounds for termination of the contract.

Pioneer Park Place GP LLC By: Community Frameworks, its managing member _____ Name of Borrower (Type or Print)	Pioneer Park Place _____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print) _____ Title of Certifying Official (Type or Print)	_____ Signature _____ Date (Type or Print)

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HUD ADDENDUM
SECONDARY FINANCING OF CAPITAL ADVANCE PROJECTS

Project Name: Pioneer Park Place

Project Number: HUD 171-HD025, City of Spokane OPR-2012-_____

The United States of America, Secretary of Housing and Urban Development ("HUD") has committed to make a capital advance in the amount of $1,794,900 for the construction of the Project under Section 811 of the National Affordable Housing Act, as amended (the "Capital Advance"). In connection with the Capital Advance, Borrower has executed or will execute a Capital Advance Agreement, Use Agreement, Regulatory Agreement, Mortgage, and a Project Rental Assistance Contract; a Mortgage Note, a Security Agreement, and other documents required by HUD (collectively, the "HUD Documents").

In accordance with HUD requirements, CITY OF SPOKANE agrees to the following:

1. The terms of this HOME Program Loan Agreement are subordinated to the HUD Documents.

2. Any payments under this HOME Program Loan Agreement may not become due and payable in whole or in part until the term of the Capital Advance has matured, except as permitted under item 3, below.

3. The only payments allowable under this HOME Program Loan Agreement prior to release of the HUD Documents will be from residual receipts, to the extent available, and any such payments will require approval of the local HUD office, in advance.

4. Compliance by the Borrower and Owner with HUD requirements will satisfy the requirements of this HOME Program Loan Agreement. No requirements by CITY OF SPOKANE will be permitted which interfere with or conflict with HUD requirements concerning the development or operation of the Project or in any way jeopardize continued operation of the Project on terms at least as favorable to existing and future tenants.

5. No default under this HOME Program Loan Agreement may be declared without HUD approval.

6. HUD approval of a transfer of the Project to a third party pursuant to a Transfer of Physical Assets (TPA) constitutes approval of the transfer by CITY OF SPOKANE.

PIONEER PARK PLACE GP LLC

PIONEER PARK PLACE

PROMISSORY NOTE

OPR #2012-_____

Borrower: Pioneer Park Place GP LLC
c/o Community Frameworks
315 W. Mission Ave, Suite 100
Spokane, WA 99201

Lender: City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

Principal: $262,000.00

Date: January __, 2013

1. PROMISE TO REPAY: FOR VALUE RECEIVED, the undersigned **Pioneer Park Place GP LLC**, a Washington limited liability company, hereinafter referred to as "Borrower", promises to repay to the order of the City of Spokane, a Washington municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of TWO HUNDRED SIXTY-TWO THOUSAND AND NO/100 DOLLARS ($262,000.00) or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of paying a portion of the costs of renovating a former nursing home into a 29-unit apartment building at 424 West 7th Avenue in Spokane, WA, that is owned by Pioneer Park Place LLLP, a Washington limited liability limited partnership with the Borrower as its general partner ("Owner"). This Promissory Note (the "Note") is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement") executed by Borrower and Lender, and a HOME Program Covenant Agreement executed by Owner and Borrower ("Covenant Agreement"). Lender's disbursements under the Loan Agreement and the Note are further secured by a Deed of Trust from Owner in favor of the City, as beneficiary (the "Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. INTEREST: In addition to repayment of principal sums loaned, Borrower agrees to pay interest on the outstanding principal balance loaned, compounded annually commencing on the date money is first disbursed under the Loan Agreement, at the rate of two and twenty-nine one-hundredths percent (2.29%) *per annum.* If rents for any HOME-assisted unit of the Project are raised above the level of the Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants,

terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in *The Wall Street Journal*, plus three percent (3%), compounded annually, for the period of noncompliance, as determined by the Director of Community Development for the City of Spokane (the "Director").

3. REPAYMENT; MATURITY:

A. 15-Year Deferral Period: No payments of principal or interest shall be due from the date of this Note through December 31, 2028.

B. 15-Year Payment Period: Principal of and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing on January 1, 2029, in the amount required to fully amortize the outstanding principal of and accrued interest on (including the interest accrued through December 31, 2028) this Note by the Maturity Date (as defined below). The amount of the amortized monthly payment described in the preceding sentence shall be determined as of December 1, 2028.

C. Maturity Date: All outstanding principal of and unpaid interest on this Note is due and payable on December 1, 2044 (the "Maturity Date").

D. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty.

E. Late Charges: A late charge of thirty dollars ($30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy. Payments received will first be applied to late charges, then to interest, and finally to principal.

F. Application of Payments: A late charge of thirty dollars ($30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy. Payments received will first be applied to late charges, then to interest, and finally to principal.

G. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate to Borrower in writing.

4. PURPOSE: This Loan is made for the purpose of financing a portion of the costs of renovating the property described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of the Related Documents.

5. ACCELERATION: Lender may declare the entire unpaid principal amount of this Note, together with accrued interest, to be immediately due and payable, at Lender's option, pursuant to (and in the manner described in) the Loan Agreement.

7. ASSIGNMENT: This Note is not assignable or assumable without the express written consent of the Lender.

8. MISCELLANEOUS: Each maker and endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

9. SEVERABILITY: if any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

10. NO MATERIAL ADVERSE CHANGE: Borrower ratifies and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no material adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

11. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

12. NONRECOURSE PROVISIONS: Notwithstanding anything to the contrary herein, Borrower, its assigns and their respective members, partners, officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in this Note or the Related Documents, and the sole recourse of the holder of this Note shall be confined to the exercise of its rights under the Deed of Trust, provided that nothing shall diminish the Borrower's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

13. INCORPORATION OF HUD ADDENDUM: The HUD Addendum attached to this Note is incorporated herein by this reference and Lender's rights under this Note are subject to the terms of such HUD Addendum.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower executed this Note on this _____ day of January, 2013.

BORROWER:

PIONEER PARK PLACE GP LLC,
a Washington limited liability company

By: COMMUNITY FRAMEWORKS, a Washington nonprofit corporation, its sole manager and sole member

By: _____
Name: _____
Title: _____

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HUD ADDENDUM

SECONDARY FINANCING OF CAPITAL ADVANCE PROJECTS

Project Name: Pioneer Park Place

Project Number: HUD 171-HD025, City of Spokane OPR-2012-_____

The United States of America, Secretary of Housing and Urban Development ("HUD") has committed to make a capital advance in the amount of $1,794,900 for the construction of the Project under Section 811 of the National Affordable Housing Act, as amended (the "Capital Advance"). In connection with the Capital Advance, Borrower or its affiliate(s) has executed or will execute a Capital Advance Agreement, Use Agreement, Regulatory Agreement, Mortgage, and a Project Rental Assistance Contract; a Mortgage Note, a Security Agreement, and other documents required by HUD (collectively, the "HUD Documents").

In accordance with HUD requirements, LENDER agrees to the following:

1. The terms of this Note are subordinated to the HUD Documents.

2. Any payments under this Note may not become due and payable in whole or in part until the term of the Capital Advance has matured, except as permitted under item 3, below.

3. The only payments allowable under this Note prior to release of the HUD Documents will be from residual receipts, to the extent available, and any such payments will require approval of the local HUD office, in advance.

4. Compliance by the Owner and Borrower with HUD requirements will satisfy the requirements of this Note. No requirements by LENDER will be permitted which interfere with or conflict with HUD requirements concerning the development or operation of the Project or in any way jeopardize continued operation of the project on terms at least as favorable to existing and future tenants.

5. No default under this Note may be declared without HUD approval.

6. HUD approval of a transfer of the Project to a third party pursuant to a Transfer of Physical Assets (TPA) constitutes approval of the transfer by LENDER.

When Recorded Return To:

CITY OF SPOKANE
COMMUNITY, HOUSING AND HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD., ROOM 650
SPOKANE, WASHINGTON 99201-3339

OPR #2012-_____

DEED OF TRUST

Grantor (Borrower):	Pioneer Park Place LLLP
Beneficiary (Lender):	City of Spokane, Washington
Grantee (Trustee):	First American Title
Legal Description (abbreviated):	LOTS 10-12 & PTN LOT 9, BLOCK 93, VOL. A, P. 8, SPOKANE COUNTY
Assessor's Tax Parcel ID#:	35194.5110

THIS DEED OF TRUST is made this _____ day of January, 2013, between Pioneer Park Place LLLP, a Washington limited liability limited partnership, whose mailing address is 315 West Mission Avenue, Suite 100, as Grantor ("Grantor"); First American Title, whose mailing address is 40 East Spokane Falls Blvd., Spokane Washington 99202, as Trustee ("Trustee"); and the City of Spokane, Washington, whose mailing address is 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339, as Beneficiary ("Beneficiary").

1. Grant. Grantor hereby bargains, sells and conveys to Trustee in Trust for the benefit of Beneficiary, with power of sale the real property located in Spokane County, Washington described as:

LOTS 10, 11 AND 12, BLOCK 93, THE SECOND ADDITION TO THE RAILROAD ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 8, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

ALSO THAT PORTION OF LOT 9, IN SAID BLOCK 93, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9;
THENCE NORTH ALONG THE WEST BOUNDARY 90 FEET;
THENCE EAST 45 FEET;
THENCE SOUTH 20 FEET;
THENCE EAST 5 FEET TO THE EAST BOUNDARY OF SAID LOT 9;
THENCE SOUTH 70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;
THENCE WEST TO THE POINT OF BEGINNING.

according to the plat thereof, recorded in Spokane County, Washington, (the "Property") together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents issues and profits thereof. Said Property is not used principally for agricultural or farming purposes.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following:

(a) Payment in the amount of Two Hundred Sixty-Two Thousand and 00/100 Dollars ($262,000.00) with interest thereon according to the terms of a Promissory Note (the "Note") of even date herewith, payable by the Community Frameworks to the Beneficiary, which has been assigned to and assumed by Grantor, including all renewals, modifications and extensions thereof,

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns with interest as agreed, and

(c) Performance of each agreement, term and condition set forth in this Deed of Trust and in the HOME Program Loan Agreement between Pioneer Park Place GP LLC and Beneficiary, their successors or assigns, as now or hereafter amended (the "Loan Agreement"), which has been assigned to and assumed by Grantor pursuant to an Assignment, Assumption and Consent Agreement of even date herewith.

3. Lien Priority. This Deed of Trust shall be in a [third] lien priority position against the Property.

4. Protection of Security. To protect the security of this Deed of Trust, Grantor covenants and agrees:

4.1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the Property.

4.2. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

4.3. To keep all buildings now or hereafter on the Property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of the Property. Except as otherwise provided herein and in the Loan Agreement, the amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine, subject to the rights of any senior lien-holder. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4.4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including

cost of title search and attorney's fees in a reasonable amount, in any such proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4.5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

4.6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount so paid shall be added to and become a part of the debt secured by this Deed of Trust.

5. General Conditions. The parties hereto agree that:

5.1. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Grantor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then Grantor has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under this Loan Agreement, the Note, the Deed of Trust or the Covenant. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then such insurance and/or condemnation proceeds may be used for partial rebuilding and partial repayment of the loan in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

5.2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

5.3. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

5.4. Power of Sale. Pursuant to Chapter 61.24 of the Revised Codes of Washington and upon default by Grantor without timely cure and after written notice of thirty (30) days in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable. In such event and upon written notice of Beneficiary, the Property shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person may bid at the Trustee's sale. Subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the person or persons entitled thereto.

5.5. A Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser for value.

5.6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the state of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

5.7. Beneficiary may at any time appoint or discharge the Trustee.

5.8. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

6. Acceleration. Except as otherwise provided for in the Loan Agreement, if without Beneficiary's prior written consent, all or any part of the Property or any interest in it is sold, conveyed, transferred, encumbered, or the Property is not used as required by the HOME Program Loan Covenant Agreement between Beneficiary and Grantor, executed in conjunction with this Deed of Trust, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Deed of Trust. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

WITNESS the hand and seal of the Grantor on the day and year first written above.

PIONEER PARK PLACE LLLP, a Washington limited liability limited partnership

By: Pioneer Park Place GP LLC, a Washington limited liability company, its general partner

By: Community Frameworks, a Washington nonprofit corporation, its sole manager and sole member

By: _____
Name: _____
Title: _____

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as the _____ of Community Frameworks, the sole member and manager of PIONEER PARK PLACE GP LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at _____
My appointment expires _____

DRAFT

REQUEST FOR FULL RECONVEYANCE

TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL DUTIES PERFORMED UNDER THIS DEED OF TRUST.

TO: TRUSTEE:

The undersigned Beneficiary is the party entitled to the performance, benefits, duties, and payments under the HOME Program Loan Agreement between Pioneer Park Place GP LLC and Beneficiary which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid, duties performed and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel evidence of indebtedness secured by said Deed of Trust delivered to you with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you hereunder.

_____
Dated

_____
Name

_____
Title

WHEN RECORDED RETURN TO:

CITY OF SPOKANE
COMMUNITY, HOUSING AND HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD., ROOM 650
SPOKANE, WASHINGTON 99201-3339

OPR #2012-_____

HOME PROGRAM LOAN COVENANT AGREEMENT

Grantor:	Pioneer Park Place LLLP
Beneficiary:	City of Spokane, Washington
Legal Description (abbreviated):	LOTS 10-12 & PTN LOT 9, BLOCK 93, VOL. A, P. 8, SPOKANE COUNTY
Assessor's Tax Parcel ID#:	35194.5110

This HOME Program Loan Covenant Agreement ("Covenant Agreement") is made this _____ day of January, 2013, by and between the **City of Spokane**, Washington, a Washington municipal corporation (the "City") whose address is City of Spokane, c/o Community Development Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339, and **Pioneer Park Place LLLP**, a Washington limited liability limited partnership ("Owner") whose address is 315 W. Mission Avenue, Suite 100, Spokane, WA 99201.

I. STIPULATIONS

1. This Covenant Agreement is part of the consideration for the financial assistance provided by the City for the Owner's redevelopment of Pioneer Park Place, a former nursing home being converted into a 29-unit apartment building at 424 West 7th Avenue in Spokane, WA ("Project"). Eight units will be HOME-assisted under the City's program, including six one-bedroom and two two-bedroom units. In addition, nine units, including seven one-bedroom and two two-bedroom units will be assisted with HOME funds under the program of the Washington State Department of Commerce.

2. This Covenant Agreement is part of a transaction further reflected in a promissory note of even date from Pioneer Park Place GP LLC (the "General Partner") in favor of the City, a HOME Program Loan Agreement between City and the General Partner of even date herewith (the "Loan Agreement"), and an Assignment, Assumption and Consent Agreement among the General Partner, the Owner and the City of even date herewith. The City's disbursements under the Loan

Agreement are further secured by a Deed of Trust of even date herewith from the Owner in favor of the City, as beneficiary (the "Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in Related Documents shall have the same meaning in this Covenant Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of the Related Documents, the terms most favorable to the City shall apply.

2. The Project is legally described as follows:

LOTS 10, 11, AND 12, BLOCK 93, THE SECOND ADDITION TO THE RAILROAD ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 8, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

ALSO THAT PORTION OF LOT 9, IN SAID BLOCK 93, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9;
THENCE NORTH ALONG THE WEST BOUNDARY 90 FEET;
THENCE EAST 45 FEET;
THENCE SOUTH 20 FEET;
THENCE EAST 5 FEET TO THE EAST BOUNDARY OF SAID LOT 9;
THENCE SOUTH 70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;
THENCE WEST TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 35194.5110.

Property Address: 424 West 7th Avenue, Spokane, WA 99204.

3. This Covenant Agreement shall be filed and recorded in the official public land records of Spokane County, Washington, and shall constitute a restriction upon the use of the property and Project described herein, subject to and in accordance with the terms of this Covenant Agreement for the Affordability Period (as hereinafter defined), pursuant to the terms of the Loan Agreement.

4. The covenants contained herein are to be taken and construed as ***covenants running with the land*** and shall pass to and be binding upon the Owner, its successors in interest, assigns, heirs or lessees of the Project, beginning on the date this Covenant Agreement is executed. Each and every contract, deed or other instrument covering or conveying the property or Project, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants regardless of whether such covenants are set forth in such contract, deed or other instrument.

NOW, THEREFORE, it is hereby covenanted, for fifteen (15) years beginning after Project completion, the Owner agrees to the following covenants running with the land which shall bind the Owner, its heirs, assigns, lessees, and successors in interest through the Affordability Period:

II. COVENANTS

Owner to observe or perform (or cause to be observed or performed), as applicable, the following covenants (which covenants shall ***run with the land***):

A. Maintain rents as noted in Affordability Requirements.

B. Maintain all required insurance in accordance with the Loan Agreement.

C. Maintain Project financial reports, Project financial records and provide all other information and documentation that the City may reasonably request.

D. Make prompt payment of all taxes and financial liabilities.

E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under the Loan Agreement or as approved of by the Director of Community Development of the City of Spokane (the "Director") in writing. The Director may withhold such approval at his/her discretion.

F. Promptly provide rent and tenant income information at initial tenant occupancy and annually throughout the term of the Loan Agreement or the extended term of the Loan Agreement, or as otherwise requested by the City.

G. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to, Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Covenant Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. The Federal Labor Standards Provisions with which Owner must comply are attached to the Loan Agreement as "Attachment 3" and incorporated herein. City's costs to administer Davis-Bacon Federal Labor Standards, and Related Acts shall be borne by the Owner.

H. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.

I. Maintain housing in compliance with HUD Section 8 Housing Quality Standards and local code requirements throughout the term of the Loan Agreement or the extended term of the Loan Agreement.

J. Upon Project completion, the Project shall obtain a final Certificate of Occupancy, meet all licensing requirements needed to operate the facility as proposed by Owner in its various funding applications, and meet HUD Section 8 Housing Quality Standards, minimum rehabilitation standards, and all applicable state and local codes and ordinances.

III. INCOME DETERMINATIONS

A. For purposes of this Covenant Agreement, tenant "annual income" is defined pursuant to 24 CFR part 92.203(b)(1), less income adjustments pursuant to 24 CFR part 5.611.

B. Initial tenant annual income determinations shall be made by the Owner pursuant to 24 CFR part 92.203(a)(1)(i). Subsequent tenant income determinations shall be made by the Owner pursuant to 24 CFR part 92.203(a)(1)(ii) and 24 CFR part 92.252(h).

C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements below.

IV. AFFORDABILITY REQUIREMENTS

A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR part 92.252, is ten (10) years, beginning after Project completion, as determined by the Director. "Project completion" as used herein means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR part 92, including the property standards under 24 CFR part 92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD.

B. City Affordability Period. The City Affordability Period is fifteen (15) years, beginning after Project completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements.

C. During the Affordability Period, rents on the eight (8) HOME–assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. These units shall include six (6) one-bedroom units and two (2) two-bedroom units. Should the HUD rents decline below the initial project rents, the Owner's rents do not need to be reduced below the initial rents. A table of current HUD rents is attached to the Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is based upon the Section 8 existing housing allowance for tenant-furnished utilities and other services as published annually by HUD and issued by the Spokane Housing Authority or twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing and Human Services Department. Notwithstanding the foregoing, any HOME-assisted unit

receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program (which maximum rent may be higher than the rent limit otherwise determined under this paragraph).

D. Rents can be increased above the maximum limits described above after expiration of the Affordability Period, but the loan will be subject to repayment at the higher interest rate as provided for in Section IV of the Loan Agreement.

E. At initial occupancy, tenants of eight (8) of the HOME-assisted units shall have incomes not greater than thirty percent (30%) of the AMI as defined by HUD. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the tenant's rent shall increase to thirty percent (30%) of fifty percent (50%) of AMI and the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. Furthermore, if any of these tenants' incomes increases and exceeds sixty-five percent (65%) of AMI, then the tenant's rent shall incur a rent increase to thirty percent (30%) of sixty-five percent (65%) of AMI. In addition, if any of these tenants' incomes increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to thirty percent (30%) of the tenant's adjusted monthly income and the tenant's lease shall not be renewed upon expiration and with at least ninety (90) days' written notice.

F. For tenants of low-income housing tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended.

G. All tenants' incomes shall be recertified annually by the Owner. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.

H. The Project must comply with the affordable housing requirements of 24 CFR §92.252.

I. Tenants in occupancy prior to the Effective Date of the Loan Agreement are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Owner.

V. DEFAULT

If a violation of any of the foregoing covenants occurs, the City may, after sixty (60) days written notice, the default meanwhile not having been cured,

institute and prosecute any proceeding at law or in equity or as otherwise provided for in this Covenant Agreement, or Related Documents, to abate, prevent, or enjoin any such violation or to compel specific performance by the Owner of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time. The City shall provide notices of default hereunder to all parties entitled to receive notices of Events of Default under the Loan Agreement, and shall allow for the cure of a default hereunder as if it were an Event of Default under the Loan Agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of January, 2013.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

OWNER:

PIONEER PARK PLACE LLLP, a Washington limited liability limited partnership

By: Pioneer Park Place GP LLC,
a Washington limited liability company,
its general partner

By: Community Frameworks, a
Washington nonprofit corporation,
its sole manager and sole member

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as the _____ of Community Frameworks, the sole member and manager of Pioneer Park Place GP LLC, which is the general partner of PIONEER PARK PLACE LLLP, the limited liability limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability limited partnership for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at _____
My appointment expires _____

CITY: CITY OF SPOKANE, WASHINGTON

_____
David A. Condon, Mayor

ATTEST:

_____
Terri L. Pfister, City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David A. Condon, Terri L. Pfister and _____, to me known to be the Mayor, the City Clerk and an Assistant City Attorney, respectfully, of the CITY OF SPOKANE, WASHINGTON, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at _____
My appointment expires _____

HUD ADDENDUM

SECONDARY FINANCING OF CAPITAL ADVANCE PROJECTS

Project Name: Pioneer Park Place

Project Number: HUD 171-HD025, City of Spokane OPR-2012-_____

The United States of America, Secretary of Housing and Urban Development ("HUD") has committed to make a capital advance in the amount of $1,794,900 for the construction of the Project under Section 811 of the Cranston-Gonzales National Affordable Housing Act, as amended (the "Capital Advance"). In connection with the Capital Advance, Owner has executed or will execute a Capital Advance Agreement, Use Agreement, Regulatory Agreement, Mortgage, and a Project Rental Assistance Contract; a Mortgage Note, a Security Agreement, and other documents required by HUD (collectively, the "HUD Documents").

In accordance with HUD requirements, CITY OF SPOKANE agrees to the following:

1. The terms of this HOME Program Loan Covenant Agreement are subordinated to the HUD Documents.

2. Any payments under this HOME Program Loan Covenant Agreement may not become due and payable in whole or in part until the term of the Capital Advance has matured, except as permitted under item 3, below.

3. The only payments allowable under this HOME Program Loan Covenant Agreement prior to release of the HUD Documents will be from residual receipts, to the extent available, and any such payments will require approval of the local HUD office, in advance.

4. Compliance by the Owner with HUD requirements will satisfy the requirements of this HOME Program Loan Covenant Agreement. No requirements by CITY OF SPOKANE will be permitted which interfere with or conflict with HUD requirements concerning the development or operation of the Project or in any way jeopardize continued operation of the Project on terms at least as favorable to existing and future tenants.

5. No default under this HOME Program Loan Covenant Agreement may be declared without HUD approval.

6. HUD approval of a transfer of the Project to a third party pursuant to a Transfer of Physical Assets (TPA) constitutes approval of the transfer by CITY OF SPOKANE.

When Recorded Return To:

CITY OF SPOKANE
COMMUNITY, HOUSING AND HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD., ROOM 650
SPOKANE, WASHINGTON 99201-3339

OPR #2012-_____

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

Grantor (Assignor):	Pioneer Park Place GP LLC
Grantee (Assignee):	Pioneer Park Place LLLP
Beneficiary (Lender):	City of Spokane, Washington
Legal Description (abbrev):	LOTS 10-12 & PTN LOT 9, BLOCK 93, VOL. A, P. 8, SPOKANE COUNTY
Assessor's Property Tax Parcel Number(s):	35194.5110

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Assumption Agreement") is entered into as of this ___ day of January 2013, by and among Pioneer Park Place GP LLC, a Washington limited liability company (of which Community Frameworks, a Washington nonprofit corporation, is the sole member and manager), with its principal offices at 315 West Mission Avenue, Suite 100, Spokane, Washington 99201 (hereinafter called "Assignor"), Pioneer Park Place LLLP, a Washington limited liability limited partnership whose mailing address is 315 West Mission Avenue, Suite 100 (hereinafter called "Assignee"), and the City of Spokane, Washington, whose mailing address is 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339 (hereinafter called "Lender").

WHEREAS, Assignor and Lender are parties to that certain HOME Program Loan Agreement dated as of January __, 2013 whereby Lender has agreed to loan Assignor Two Hundred Sixty-Two Thousand and 00/100 Dollars ($262,000.00) (the "Loan Agreement");

WHEREAS, Assignor executed a Promissory Note (the "Note") dated this _____ day of January, 2013, to pay Lender or the holder of the Note the principal sum of Two Hundred Sixty-Two Thousand and 00/100 Dollars ($262,000.00);

WHEREAS, on this _____ day of January __, 2013, to secure payment of the Note, Assignee executed a Deed of Trust (the "Deed of Trust") naming the Lender as the Beneficiary, which Deed of Trust was recorded under Spokane County Auditor's Number _____ and concerned real property (the "Property") located in Spokane County, Washington described as follows:

> LOTS 10, 11 AND 12, BLOCK 93, THE SECOND ADDITION TO THE RAILROAD ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 8, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

ALSO THAT PORTION OF LOT 9, IN SAID BLOCK 93, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9;
THENCE NORTH ALONG THE WEST BOUNDARY 90 FEET;
THENCE EAST 45 FEET;
THENCE SOUTH 20 FEET;
THENCE EAST 5 FEET TO THE EAST BOUNDARY OF SAID LOT 9;
THENCE SOUTH 70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;
THENCE WEST TO THE POINT OF BEGINNING.

WHEREAS, Assignor wishes to assign to Assignee and to have Assignee assume all of Assignor's rights and obligations under the Loan Agreement and the Note and Assignee is willing to assume all of said obligations of Assignor thereunder; and

WHEREAS, Assignor seeks the consent of Lender to the assignment and assumption of the Loan Agreement and the Note as set forth herein, and Lender is willing to grant such consent on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, grants, and conveys to Assignee all of its right, title, obligations and interest existing as of this date in and under the Loan Agreement and the Note.

2. Assumption. Assignee hereby expressly assumes and agrees to make punctual payment when due (whether on the stated dates, by acceleration or otherwise) of the principal of and interest on the Note, as set forth in the Loan Agreement and the Note. Assignee further assumes all other obligations of Assignor under the Loan Agreement and the Note subject to the nonrecourse provisions therein. Assignee hereby expressly assumes and agrees to perform, observe and confirm all the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Loan Agreement and the Note, and any other documents or instruments executed and delivered or furnished by Assignor in connection therewith.

3. Consent. Lender hereby consents to the foregoing assignment and assumption of the Assignor's obligations under the Loan Agreement and the Note pursuant to the terms and conditions set forth herein.

4. Representations and Warranties of Assignee. In order to induce Lender to consent to the assignment and assumption provided for herein, Assignee hereby represents to Lender that:

(a) Assignee is a limited liability limited partnership duly organized and validly existing under the laws of the State of Washington.

(b) Assignee has the full right, power and authority to conduct all of the activities which are now conducted by it or proposed to be conducted as contemplated by the Loan Agreement, to execute, deliver and perform under this Assumption Agreement, and to assume the obligations of Assignor and to fulfill its duties under the Loan Agreement. The general partner of Assignee has full right, power and authority to execute and deliver this Agreement on behalf of Assignee.

(c) There is no action, suit or proceeding or any investigation pending or, to the best of Assignee's knowledge, threatened against or affecting Assignee or its general partner at law or in equity in any court or by any federal, state, municipal or other governmental authority, department, commission, board, agency or other governmental instrumentality which is likely to have an adverse effect on Assignee's ability to assume the obligations and to fulfill the duties of Assignor under the Loan Agreement.

(d) Neither Assignee nor its general partner is in default or alleged to be in default with respect to any judgment, order, writ, injunction or decree or in breach or alleged to be in breach or default under any material lease, contract, agreement, commitment, instrument or obligation to which it is a party or by which it or its property is bound; and to the best of Assignee's knowledge, there is no state of facts which is likely to create or cause a default or breach under any such material lease, contract, agreement, commitment, instrument or obligation.

(e) To the best of Assignee's knowledge and belief, Assignee has complied in all material respects with all federal, state and local laws, regulations and orders applicable to the ownership of its properties and the conduct of its operations.

(f) To the best of Assignee's knowledge and belief, Assignee has taken all partnership and other action, and the general partner has taken all action, necessary to authorize the execution and delivery of this Assumption Agreement, and this Assumption Agreement is a valid and binding obligation of Assignee, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other law and equity principles applied for the relief of debtors heretofore or hereafter enacted, to the extent that the same may be constitutionally applied. To the best of Assignee's knowledge and belief, neither the execution and delivery of this Assumption Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or breach of Assignee's partnership agreement or any provision of any contract or other instrument to which Assignee or Assignee's general partner is a party or by which either or the property of either is bound, or any constitutional provision, statute or ordinance, or any order, writ, injunction, decree, rule or regulation of any court or regulatory agency. No consent, order, authorization or other approval of any governmental body or agency is required in order for Assignee to execute, deliver and perform its obligations under this Assumption Agreement.

5. Representations and Warranties of Assignor. In order to induce Lender to consent to the assignment and assumption provided for herein, Assignor hereby represents to Lender that the representations and warranties of Assignor in the Loan Agreement are true and correct in all material respects as of the date hereof.

6. Further Assurances. At any time and from time to time, upon Lender's (or its successor agency's) request, Assignee will promptly and duly execute and deliver any and all further instruments and documents and take such further action as Lender may deem reasonable to effect the purposes of this Agreement, including (without limitation) the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction in order to place on the public records notice of the effect of this Assumption Agreement.

7. Survival of Representation and Warranties. All representations and warranties made in this Assumption Agreement and in any document, certificate or statement delivered by Assignee in connection herewith shall survive the execution and delivery of this Assumption Agreement.

8. Successors and Assigns. This Assumption Agreement shall be binding upon Assignee and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns; provided, however that Assignee shall not have the right to assign any of its obligations or rights hereunder, except as expressly provided herein, without the prior written consent of Lender.

9. Governing Law. This Assumption Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Washington.

10. Non-Recourse Loan. Notwithstanding anything to the contrary herein, Assignor, the Assignee, its assigns and their respective members, partners, officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in the Note, in the Deed of Trust or in the Loan Agreement, and the recourse of the holder hereof shall be confined to the exercise of its rights under the Deed of Trust, provided that nothing shall diminish the Assignor's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

10. Execution in Counterparts. This Assumption Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[*Signatures appear on the following page(s).*]

DRAFT

IN WITNESS WHEREOF, the undersigned have caused this Assignment, Assumption and Consent Agreement to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

ASSIGNOR: PIONEER PARK PLACE GP LLC, a Washington limited liability company

By: Community Frameworks, a Washington nonprofit corporation, its sole manager and sole member

By: _____
Name: _____
Title: _____

ASSIGNEE: PIONEER PARK PLACE LLLP, a Washington limited liability limited partnership

By: Pioneer Park Place GP LLC, a Washington limited liability company, its general partner

By: Community Frameworks, a Washington nonprofit corporation, its sole manager and sole member

By: _____
Name: _____
Title: _____

LENDER: CITY OF SPOKANE, WASHINGTON

_____
David A. Condon, Mayor

ATTEST:

_____
Terri L. Pfister, City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as the _____ of Community Frameworks, the sole member and manager of PIONEER PARK PLACE GP LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as the _____ of Community Frameworks, the sole member and manager of Pioneer Park Place GP LLC, which is the general partner of PIONEER PARK PLACE LLLP, the limited liability limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability limited partnership for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David A. Condon, Terri L. Pfister and _____, to me known to be the Mayor, the City Clerk and an Assistant City Attorney, respectfully, of the CITY OF SPOKANE, WASHINGTON, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at _____
My appointment expires _____

DRAFT

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:
Jeffrey C. Nave
Foster Pepper PLLC
422 West Riverside Ave., Suite 1310
Spokane, WA 99203

RECORDING PRIORITY AND SUBORDINATION AGREEMENT

Grantors: (1) Pioneer Park Place LLLP; (2) Pioneer Park Place GP LLC; (3) Community Frameworks; (4) City of Spokane, Washington; (5) Washington State Department of Commerce; (6) Banner Bank; (7) Washington State Housing Finance Commission; (8) U.S. Department of Housing and Urban Development

Grantees: (1) U.S. Department of Housing and Urban Development; (2) Washington State Housing Finance Commission; (3) Washington State Department of Commerce; (4) City of Spokane, Washington; (5) Banner Bank; (6) Community Frameworks; (7) Pioneer Park Place GP LLC; (8) Pioneer Park Place LLLP

Legal Description: Ptn of Lot 9, and Lots 10, 11, and 12, Block 93, Second Addition to Railroad Addition, according to Plat recorded in Volume "A" of Plats, Page 8, in the City of Spokane, Spokane County, Washington.

Official Legal Description on Page 1.

Tax Parcel ID No(s).:

Reference Nos.:

_____ (HUD Capital Advance Program Regulatory Agr.)
_____ (HUD Capital Advance Program Use Agr.)
_____ (WSHFC Extended Use Agr.)
_____ (Commerce Low Income Housing Covenant Agr.)
_____ (City HOME Program Loan Covenant Agr.)
_____ (Banner DOT)
_____ (HUD Capital Advance Mortgage)
_____ (Assignment of HUD Mortgage to HUD)
_____ (City HOME DOT)
_____ (City Assignment, Assumption and Consent Agr.)
_____ (Commerce DOT)
_____ (Commerce Assignment, Assumption and Consent Agr.)
_____ (Purchase Option)

RECORDING PRIORITY AND SUBORDINATION AGREEMENT

THIS RECORDING PRIORITY AND SUBORDINATION AGREEMENT is dated as of January __, 2013, by and among the following parties: PIONEER PARK PLACE LLLP, a Washington limited liability limited partnership (the "Partnership"); COMMUNITY FRAMEWORKS, a Washington nonprofit corporation; PIONEER PARK PLACE GP LLC, a Washington limited liability company (the "General Partner"); the CITY OF SPOKANE, a municipal corporation of the State of Washington (the "City"); the STATE OF WASHINGTON DEPARTMENT OF COMMERCE, an agency of the State of Washington ("Commerce"); BANNER BANK, a state chartered bank organized under the laws of the State of Washington (the "Bank"); the WASHINGTON STATE HOUSING FINANCE COMMISSION, a public body corporate and politic of the State of Washington (the "Commission"); and UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Federal Housing Commissioner ("HUD").

RECITALS

A. The Partnership is the owner of a tract of land located in Spokane County, Washington, legally described as

> LOTS 10, 11, AND 12, BLOCK 93, THE SECOND ADDITION TO THE RAILROAD ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 8, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;
>
> ALSO THAT PORTION OF LOT 9, IN SAID BLOCK 93, DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SOUTHWEST CORNER OF LOT 9;
> THENCE NORTH ALONG THE WEST BOUNDARY 90 FEET;
> THENCE EAST 45 FEET;
> THENCE SOUTH 20 FEET;
> THENCE EAST 5 FEET TO THE EAST BOUNDARY OF SAID LOT 9;
> THENCE SOUTH 70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9;
> THENCE WEST TO THE POINT OF BEGINNING.

(hereinafter, the "Property"), that the Partnership expects to rehabilitate as a 29-unit apartment building for low-income families (the "Project").

B. Various parties providing loans, grants or other advances or contributions to assist in the financing of the Project intend to record against the Property certain instruments in the nature of covenants and agreements restricting the leasing, operation

and/or management of the Property, and/or to record deeds of trust and other financing instruments securing the performance of certain monetary obligations of the Partnership.

C The parties desire to provide herein for the order of recording of the various covenants, deeds of trust, and other instruments to be recorded in connection with the Project as more particularly provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Document Priority. The Parties hereto agree that the documents and instruments identified and described on **Exhibit A** hereto shall be recorded, or subordination instruments shall be executed and recorded, as necessary, to establish priority of such documents pursuant to the order or priority set forth on **Exhibit A**. Each party hereto agrees to execute such further instruments and documents, including detailed subordination agreements in recordable form, as may be necessary from time to time to effectuate and confirm such relative priorities. **Notwithstanding the foregoing priority, the Parties acknowledge that the covenant agreements listed as Items 4 and 5 on Exhibit A shall be subordinate to the document listed as Item 7 on Exhibit A (the "HUD Capital Advance Program Mortgage"), as assigned to HUD by the assignment listed as Item 8 on Exhibit A, as described in those covenant agreements.**

2. Revival of Certain Affordability Requirements. If HUD acquires title to the Property by foreclosure of the HUD Capital Advance Program Mortgage or deed in lieu of such foreclosure, all subordinate interests and restrictions including those made subordinate by this Agreement, shall be terminated; *provided*, termination of the deed of trust listed as Item 9 on **Exhibit A** (the "Third Deed of Trust") by deed in lieu of foreclosure shall be subject to compliance by HUD with the conditions in the following paragraph; and the affordability restrictions of the covenant agreement listed as Item 5 on **Exhibit A** (the "HOME Covenant") shall be revived according to its original terms if, during the original period of the HOME Covenant, the owner of record before foreclosure or transfer by deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or the Property. Termination of the HOME Covenant's affordability restrictions resulting from a foreclosure under the HUD Capital Advance Program Mortgage and/or an acceptance by HUD of a deed in lieu of foreclosure shall not operate to create a repayment obligation under 24 C.F.R. 92.503.

In the event that HUD decides to accept a deed in lieu of foreclosure, then HUD will give written notice of such fact to Commerce and the City; provided any such action by HUD shall not operate to create a repayment obligation under 24 C.F.R. 92.503. This notice shall describe with particularity all defaults under the HUD Capital Advance Program Mortgage and the steps necessary to cure the same, and shall conspicuously state the deadlines for response and for cure, as set forth below. Within 30 days after receipt of

notice from HUD, Commerce and City shall then give responsive notice to HUD of its intention to attempt or not attempt to cure such defaults. If the City gives notice that it does not intend to cure the defaults, or if it fails to give responsive notice within the 30-day response period, then HUD's acceptance of the deed in lieu of foreclosure shall automatically terminate the lien of the deed of trust listed as Item 12 on **Exhibit A** and the Third Deed of Trust, subject to the provisions below. Further, if Commerce or the City does undertake to cure defaults, it shall cure monetary defaults within 60 days, and it shall cure nonmonetary defaults within six months of the expiration of the 30-day response period. If Commerce or the City fails to complete such cures within the applicable timeframes, and such failure is not excused in writing by HUD, then HUD's acceptance of a deed in lieu of foreclosure shall automatically terminate the lien of the Commerce or the City, subject to the provisions below. In the case of monetary defaults which occur prior to the maturity date of the HUD Capital Advance Program Mortgage, Commerce or the City shall be deemed to have cured the defaults by the payment of any arrearages, costs, and late charges reasonably necessary to reinstate the HUD Capital Advance Program Mortgage, notwithstanding and regardless of any right of acceleration or actual acceleration. In the case of nonmonetary defaults, HUD shall extend the period for cure to a reasonable amount of time under the circumstances if: the default is not susceptible to cure within six months; and the City undertakes and diligently pursues efforts to cure the default within the six-month period.

3. Notification and Opportunity to Cure. For the benefit of HUD and for so long as the HUD Capital Advance Program Mortgage encumbers the Property, the Bank agrees that the Bank will not exercise any of the remedies for default permitted under the Deed of Trust listed as Item 6 on **Exhibit A** (the "Bank Deed of Trust") and the related loan documents other than the Repayment Guaranty (collectively with the Bank Deed of Trust, the "Bank Loan Documents") unless and until:

(a) If the default consists of a violation of a covenant to pay money, the Bank has given HUD 30 days' written notice of such default and such default has not been cured within such 30-day period; or

(b) If the default consists solely of a violation of any provision of the Bank Loan Documents other than as described in subsection (a), above, the Bank has given HUD 30 days' written notice of such default and such default has not been cured within such 30-day period, provided that (i) within ten days after such notice is given, HUD commences its cure and submits to Bank in writing its plan to cure, (ii) said cure is continuously pursued by HUD with due diligence, and (iii) if the Bank determines, in its reasonable discretion, that the default is not curable and/or immediate action is needed to protect the Bank's security, the Bank shall give HUD notice of such default, but the Bank may exercise any of the remedies for default in the Bank Loan Documents without allowing HUD to cure the Partnership's default.

Nothing contained in this Section shall be construed as imposing any obligation on the Bank other than to postpone the exercise of its remedies for default until the expiration of the applicable grace period, if any, specified herein and provided that the default has not been cured within that period. Failure to give notice and opportunity to cure defaults in the manner herein provided shall not in any way invalidate or prohibit the Bank from exercising any of the remedies for default permitted under the Bank Loan Documents (other than to prohibit the Bank from proceeding further until the applicable notice is given and the applicable grace period, if any, for the curing of such default has expired and provided that the default has not been cured within that period.)

Notwithstanding the above provisions, any cure period provided for in this Section 3 shall not apply in the following circumstances:

(i) if the Partnership transfers or encumbers all or any portion of its interest in the Property without the required consent of the Bank; or

(ii) in any circumstances when a delay in effecting a cure is, in the reasonable judgment of the Bank, likely to result in any security being damaged, becoming uninsured or rendered unavailable to the Bank or the value thereof being materially and adversely affected; or

(iii) any default of the same type or nature which is repeated more than twice in any one calendar year; or

(iv) any filing of a voluntary petition in bankruptcy by the Partnership, or any guarantor or for the appointment of a receiver or trustee of all or a portion of the Partnership's or any guarantor's property; or

(v) any assignment for the benefit of creditors, fraudulent conveyance, or other plan or action instituted by the Partnership or any guarantor in an attempt to avoid the satisfaction of any lawful indebtedness; or

(vi) any waste committed to the Property, or any demolition or removal of any improvements on the Property without the Bank's consent (other than the exercise by any proper authority of the right of eminent domain); or

(vii) any nonmonetary default that the Bank reasonably determines is not capable of being cured within the requisite period.

4. Extended Use Agreement. The parties acknowledge and understand that the Extended Use Agreement in favor of the Commission (Item 3 on **Exhibit A** hereto) may be further amended when the Property is "placed in service" for federal income tax purposes, to reflect changes to the Property, if any. Accordingly, all parties hereto that are entitled to benefits under any instrument identified on **Exhibit A** hereto as having a priority lower

than the Extended Use Agreement (the "Subordinated Parties") hereby agree that their interests under any such instruments or documents are and shall continue to be automatically, and without further notice or execution of further instruments, be subordinated to the rights and interests of the Commission under the Extended Use Agreement. To the extent the Commission or any title insurer shall require a specific instrument of subordination to further effectuate such agreement to subordinate, each of the Subordinated Parties agrees to promptly execute and deliver such a subordination agreement in such form as the Commission may reasonably require.

5. Further Instruments. The parties hereto shall execute and acknowledge such further documents and instruments as may be reasonably necessary from time to time to effectuate the intent of this instrument.

6. Investor and Lender Notice. The Commission has determined, based solely upon the information submitted in an application prepared by the Partnership, that the Project, if completed as proposed in the application and consistent with Section 42 of the Internal Revenue Code and the Commission's *Policies*, will be entitled to receive an allocation of low-income housing tax credit. The Commission is neither underwriting the Project nor certifying that any building will actually meet the requirements necessary to qualify for the low-income housing tax credit. The Commission has not performed any independent investigation of the applicant, the Partnership or any other party connected with the Project, nor as to the qualification of any building in the Project for the low-income housing tax credit and will not perform such investigation or otherwise monitor any building in the Project for its eligibility for the low-income housing tax credit in the future except as required by law. The Commission makes no representation concerning the applicability of the low-income housing tax credit to any building in the Project or the ability of any owner, lender or investor in the Project to utilize such low-income housing tax credit. The Commission has neither performed any review nor makes any representations of the commercial viability of any building in the Project.

The Commission bears no liability to any owner, investor, resident, lender or any other person or entity for any claim arising out of this project, the financing or syndication of this project or the low-income housing tax credit program. The credit reservation, carryover allocation and/or final allocation and the terms and provisions of the Credit Reservation and Carryover Allocation Contract (RAC) and the Extended Use Agreement are not for the benefit of third parties and may not be relied on by third parties. The applicant, developer and owner of this project are not the agents of the Commission and have no authority to act on behalf of, or bind the Commission or the Commission's members, officers, employees, agents or representatives. Lenders and investors are cautioned that the actual amount of low-income housing tax credit available to the Project and any building is subject to change or reduction by the Commission up to the date of issuance of IRS Form 8609, *Low-Income Housing Credit Certification.*

Lenders and investors should consult with their personal tax and/or investment counsel to determine whether this project qualifies for low-income housing tax credit; whether an investor (or a lender upon foreclosure) may utilize the low-income housing tax credit, if any; and the commercial viability and feasibility of any building in the Project.

All capitalized terms in this Section that are not otherwise defined herein shall have the meanings assigned to them in the Commission's *Program Guidelines* in effect as of the date the Partnership submitted the Project's Application to the Commission.

7. Miscellaneous. This instrument shall be interpreted and enforced in accordance with Washington law. In the event of any conflict between this Agreement, and any other agreement to which any of the parties hereto are a party, this instrument shall govern. Paragraph headings are for convenience of reference only and shall not be used to interpret or alter the meaning of the provisions hereof. This instrument shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This instrument may be executed in counterparts.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW

[*Signature pages follow*]

DRAFT

IN WITNESS WHEREOF, this instrument is executed as of the date first shown above.

PIONEER PARK PLACE LLLP, a Washington limited liability limited partnership

By: Pioneer Park Place GP LLC, its general partner

By: Community Frameworks, its Manager

By: _____
Linda Hugo, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Linda Hugo is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Community Frameworks, acting in its capacity as the manager of the general partner of PIONEER PARK PLACE LLLP, a Washington limited liability limited partnership, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this _____ day of January, 2013.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

_____

My appointment expires _____

DRAFT

[Signature Page to Recording Priority and Subordination Agreement—Cont'd]

PIONEER PARK PLACE GP LLC, a Washington limited liability company

By: Community Frameworks, its Manager

By: _____
Linda Hugo, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Linda Hugo is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Community Frameworks, acting in its capacity as the manager of PIONEER PARK PLACE GP LLC, a Washington limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this _____ day of January, 2013.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

_____

My appointment expires _____

DRAFT

[Signature Page to Recording Priority and Subordination Agreement—Cont'd]

COMMUNITY FRAMEWORKS, a Washington nonprofit corporation

By: _____
Linda Hugo, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Linda Hugo is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of COMMUNITY FRAMEWORKS, a Washington nonprofit corporation, to be the free and voluntary act of such nonprofit corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of January, 2013.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing at
_____
My appointment expires _____

DRAFT

[Signature Page to Recording Priority and Subordination Agreement—Cont'd]

BANNER BANK, a state chartered bank organized under the laws of the State of Washington

By: _____
Name:
Title:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of BANNER BANK, a state chartered bank organized under the laws of the State of Washington, to be the free and voluntary act of such bank for the uses and purposes mentioned in the instrument.

Dated this _____ day of January, 2013.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

_____

My appointment expires _____

DRAFT

[Signature Page to Recording Priority and Subordination Agreement—Cont'd]

CITY OF SPOKANE, WASHINGTON, a Washington municipal corporation

By: _____
Name:
Title:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SPOKANE, WASHINGTON, to be the free and voluntary act of such city for the uses and purposes mentioned in the instrument.

Dated this _____ day of January, 2013.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

_____

My appointment expires _____

DRAFT

[Signature Page to Recording Priority and Subordination Agreement—Cont'd]

WASHINGTON STATE DEPARTMENT OF COMMERCE

By: _____
Name:
Title:

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the WASHINGTON STATE DEPARTMENT OF COMMERCE, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of January, 2013.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing at
_____
My appointment expires _____

DRAFT

[Signature Page to Recording Priority and Subordination Agreement—Cont'd]

WASHINGTON STATE HOUSING FINANCE COMMISSION, a public body corporate and politic of the State of Washington

By: _____
Name: Kim Herman
Title: Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kim Herman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of the WASHINGTON STATE HOUSING FINANCE COMMISSION to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of January, 2013.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)
Notary public in and for the state of Washington, residing at

_____
My appointment expires _____

DRAFT

[Signature Page to Recording Priority and Subordination Agreement—Cont'd]

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, acting by and through the Federal Housing Commissioner

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument on behalf of the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and acknowledged it as the authorized agent of the Federal Housing Commissioner, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of January, 2013.

_____
(Signature of Notary)

_____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My appointment expires _____

DRAFT

EXHIBIT A

Recording Priority

1. Capital Advance Program Regulatory Agreement dated January __, 2013, among the Partnership, the General Partner and HUD;

2. Capital Advance Program Use Agreement dated January __, 2013, among the Partnership, the General Partner and HUD;

3. Regulatory Agreement (Extended Use Agreement) dated January __, 2013, between the Commission and the Partnership;

4. Low Income Housing Covenant Agreement dated January __, 2013, from the Partnership to Commerce;

5. HOME Program Loan Covenant Agreement dated January __, 2013, granted by the Partnership and the General Partner in favor of the City;

6. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January __, 2013, granted by the Partnership in favor of the Bank, as beneficiary, and First American Title Insurance Company, as trustee (relating to a loan from the Bank to the Partnership in the amount of $3,200,000);

7. Capital Advance Mortgage dated January __, 2013, granted by the Partnership in favor of the General Partner (relating to the loan of HUD Capital Advance Funds from the General Partner to the Partnership in the amount of $1,794,900);

8. Assignment of Capital Advance Program Mortgage and Security Agreement, dated January __, 2013, by the General Partner to HUD;

9. Deed of Trust dated as of January __, 2013, granted by the Partnership in favor of the City, as beneficiary, and First American Title Company, as trustee (relating to a loan from the City in the amount of $262,000);

10. Assignment, Assumption and Consent Agreement dated January __, 2013, among the General Partner, the Partnership and the City;

11. Deed of Trust granted by the Partnership in favor of Commerce, as beneficiary, and First American Title Insurance Company, as trustee (relating to a loan from Commerce in the amount of $700,000);

12. Assignment, Assumption and Consent Agreement dated January __, 2013, among the General Partner, the Partnership and Commerce;

13. Purchase Option and Right of First Refusal Agreement dated as of January __, 2013, between the Partnership and Community Frameworks; and

14. This Recording Priority and Subordination Agreement dated as of January __, 2013.

DRAFT

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	OPR 2013-0074
		Renews #	
Submitting Dept	REGIONAL EMERGENCY COMMUNICATIONS SYSTEM	Cross Ref #	
Contact Name/Phone	BOB LINCOLN 835-4521	Project #	
Contact E-Mail	BLINCOLN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1510-CAD-RMS-JMS AGREEMENT		

Agenda Wording

Interlocal agreement between City of Spokane and Spokane County Sheriff to provide the entities with CAD, RMS, and JMS systems. The agreement provides a mechanism for allocating expenses and rights and obligations regarding the system.

Summary (Background)

Over 15 years ago, the City and Spokane County Sheriff jointly acquired CAD, RMS and JMS systems for use by the Spokane Police Department and the Spokane County Sheriff's Department. The system is owned 60% by the City and 40% by the County. Spokane Regional Communications Systems (SRECS) manages the system. SRECS is a merger of City/County radio communication functions and the City/County law enforcement I.T department. Estimated annual revenue from the County Sheriff is $265,000.00.

Fiscal Impact		Budget Account
Revenue	$ 265,000.00	# 1510-12100-99999-33821
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	LINCOLN, BOB	Study Session	PSC 1/14/12
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	achirowamangu	
For the Mayor	SANDERS, THERESA	ewade	
Additional Approvals		agolden	
Purchasing		kclaar	
		blincoln	

Briefing Paper
City of Spokane
Renewal of SRECS Interlocal agreement between County/City CAD/RMS/JMS Management
Public Safety Committee Meeting
January 14, 2013

Subject

Renewal of the interlocal agreement between County and City for the joint use and management of the CAD system (computer aided dispatch) RMS (records management system), and JMS (jail management system). The renewal is for the period beginning January 1, 2010 and ending on December 31, 2014.

Background

Over 15 years ago, the City and the County jointly acquired CAD, RMS and JMS systems for use by the Spokane Police Department and the Spokane County Sheriff's Department. The system is owned 60% by the City and 40% by the County. Spokane Regional Communications Systems (SRECS) manages the system. The Spokane Regional Emergency Communications Systems department is a merger of City/County radio communication functions and the City/County law enforcement I.T department.

Impact

This is a renewal of an interlocal agreement that has been in place since the system was purchased over 15 years ago.

Action

Council approval required

Funding

County Funding

NO. 10-0414

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION AN INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, THE SPOKANE COUNTY SHERIFF AND THE CITY OF SPOKANE REGARDING CAD/RMS/JMS	)))))	**RESOLUTION**

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

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, public entities can make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, the County, City of Spokane and Spokane County Sheriff (the "Parties') jointly acquired a computer aided dispatch (CAD), records management system (RMS), and jail management system (JMS) (the System") for use by the Spokane Police Department and Spokane County Sheriff's Department; and

WHEREAS, the Parties desire to reduce to writing the terms and conditions regarding the allocation of operating expenses and Parties' rights and obligations regarding the System.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and chapter 39.34 RCW, that the Board be and is hereby authorized to execute that document entitled "INTERLOCAL AGREEMENT" pursuant to which Spokane County the City of Spokane and Spokane County Sheriff will reduce to writing their respective obligations regarding the allocation of operating expenses and rights and obligations regarding the computer aided dispatch (CAD), records management system (RMS), and jail management system (JMS) systems.

PASSED AND ADOPTED this 4th day of May, 2010.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARK RICHARD, Chair

BONNIE MAGER, Vice-Chair

TODD MIELKE, Commissioner

ATTEST:

Daniela Erickson
Clerk of the Board

10-0414

INTERLOCAL AGREEMENT

THIS AGREEMENT entered into among the SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," the SPOKANE COUNTY SHERIFF, an elected official of the County of Spokane having offices for the transaction of business at 1100 W. Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "SHERIFF," and the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, Section 39.34.010 of the Revised Code of Washington permits the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, the PARTIES jointly acquired a computer aided dispatch (CAD), records management system (RMS), and jail management system (JMS) for use by the Spokane Police Department and Spokane County Sheriff's Department;

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

SECTION NO. 1: PURPOSE

The purposes of this Agreement are to provide the City and County with a computer-aided dispatch (CAD), records management system (RMS) and jail management system (JMS) (jointly referred to as the "System"); provide a mechanism for allocation of operating expenses; and set out the Parties' rights and obligations regarding the System.

SECTION NO. 2: DURATION

This Agreement shall be effective on January 1, 2010 and run through December 31, 2014, unless one or all of the PARTIES give three hundred sixty (360) days written notice of termination to the other PARTIES.

SECTION NO. 3: ADMINISTRATION.

A. The SHERIFF and Police Chief shall jointly be responsible for the administration of this Agreement and the providing policy direction.

B. The CITY shall hire a System Administrator, who shall report to the Mayor or his/her designee. The System Administrator shall be responsible for the day-to-day management, care, custody and control of the System.

SECTION NO. 4: OWNERSHIP.

The System shall be owned sixty percent (60%) by the CITY and forty percent (40%) by the COUNTY. The CITY shall maintain a current listing of the System's components, including hardware and software. If a party acquires additional hardware and/or software not covered by this Agreement, the item shall be the property of the acquiring party, unless otherwise agreed. The System shall have no responsibility for hardware and software put on it without permission of the System Administrator.

SECTION NO. 5: COSTS.

A. Operating costs are defined as:

1) Acquisition, installation, operation, maintenance, repair and disposition of System hardware and software;

2) Capital improvements to the System and office facilities;

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3) Personnel pay and benefits, to include the System Administrator and other employees mutually agreed upon among the PARTIES.

B. The System shall bill its users for actual incurred operating costs based on the cost allocation plan approved by the PARTIES to this Agreement based on actual costs.

C. Users will be billed on a quarterly basis no later than year following which services were provided, unless otherwise agreed by the System Administrator.

D. Projected expenses for the coming year shall be provided to the users no later than September 1st.

SECTION NO. 6: INSURANCE

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

a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of $1,000,000;

b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $3,000,000 each occurrence for bodily injury and property damage;

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

d. Professional Liability Insurance with a combined single limit of not less than $3,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two (2) years after the Agreement is completed.

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

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SECTION NO. 7: REL ATIONSHIP OF THE PARTIES:

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY or SHERIFF shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY or SHERIFF for any purpose.

SECTION NO. 8: LIABILITY

For the purpose of this Section, the term COUNTY shall also include SHERIFF.

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

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

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

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

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

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

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SECTION NO. 9: NOTICES

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 certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

CITY: Director of Regional Emergency Communication Systems
City of Spokane
1121 West Gardner Avenue
Spokane, Washington 99201

COUNTY: Chairperson of Board of County Commissioners
W. 1116 Broadway Avenue
Spokane, Washington 99260

SHERIFF: Spokane County Sheriff
Spokane County
1100 West Mallon Avenue

SECTION NO. 10: ANTI-KICKBACK

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

SECTION NO. 11: NON-DISCRIMINATION

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

SECTION NO.12: ASSIGNMENT

This Agreement shall be binding upon the PARTIES, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

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SECTION NO. 13: COMPLIANCE WITH LAWS

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

SECTION NO. 14: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 15: MISCELLANEOUS

A. NON-WAIVER: No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

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

C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

D. HEADINGS: The section headings appearing 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 pertain.

E. 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.

F. SEVERABILITY: If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory

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provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 16: RCW 39.34 REQUIRED CLAUSES

A. PURPOSE: See Section No. 1 above.

B. DURATION: See Section No. 2 above.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. RESPONSIBILITIES OF THE PARTIES: See provisions above.

E. AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

F. FINANCING: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process. Neither party shall obligate the other party of an unbudgeted expense to the System. The CITY shall establish a separate financial fund for support of the System.

G. TERMINATION: See Section No. 2 above.

H. DISPOSITION OF ASSETS. In the event of termination of this agreement, the PARTIES shall cause a final accounting to be made, taking into account existing funds, outstanding accounts receivable and other obligations. All hardware and software shall be appraised for value. Assets or their proceeds shall be distributed between the PARTIES with the CITY receiving sixty percent (60%) and the COUNTY receiving forty percent (40%) of the value.

I. ADMINISTRATION. See Section No. 3 above.

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

DATED: 5/4/10

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARK RICHARD, Chair

ATTEST:

Daniela Erickson
Clerk of the Board 10-0414

BONNIE MAGER, Vice-Chair

TODD MIELKE, Commissioner

APPROVED AS TO FORM:

Deputy Civil Prosecuting Attorney

DATED: _____

CITY OF SPOKANE

By: _____
City Administrator

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

DATED: _____

SPOKANE COUNTY SHERIFF

_____
Ozzie Knezovich, Sheriff

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/30/2013
		Clerk's File #	CPR 2013-0002
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	LEONARD 625-6028	Project #	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	-5600-CLAIMS-2012		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 1/28/13. Total: $5,105,961.18 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: $4,982,356.74

Summary (Background)

Pages 1-32 Warrant nos. 461170 - 461584 ACH Payment nos. 9429 - 9500 On file for review in City Clerks Office: 32 Page listing of Claims

Fiscal Impact		Budget Account
Expense	$ 4,982,356.74	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DOLAN, PAM	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	559,007.58
1100	STREET FUND	71,154.98
1200	CODE ENFORCEMENT FUND	3,243.21
1300	LIBRARY FUND	16,590.09
1390	URBAN FORESTRY FUND	697.86
1400	PARKS AND RECREATION FUND	17,830.05
1450	UNDER FREEWAY PARKING FUND	231.00
1460	PARKING METER REVENUE FUND	2,382.59
1510	LAW ENFORCEMENT INFO SYS FUND	3,653.21
1530	LOCAL LAW ENF BLOCK GRANT FUND	25.70
1540	HUMAN SERVICES GRANTS FUND	296,075.76
1560	FORFEITURES & CONTRIBUTION FND	24,394.05
1620	PUBLIC SAFETY & JUDICIAL GRANT	7,145.97
1630	COMBINED COMMUNICATIONS CENTER	10,732.91
1640	COMMUNICATIONS BLDG M&O FUND	2,802.36
1680	CD/HS OPERATIONS	3,050.98
1700	MISC COMM DEVELOP GRANTS	9,350.06
1710	HOME PROGRAM	9,009.77
1730	HOPE ACQUISITION FUND	1,025.96
1740	CD HOME REHABILITATION FUNDS	33,316.81
1840	WIA ADMINISTRATIVE COST POOL	1,550.77
1870	EMERGENCY SHELTER FUND	54,907.32
1970	E M S FUND	33,335.03
2300	SPECIAL ASSESSMENT DEBT FUND	5,053.82
3200	ARTERIAL STREET FUND	11,962.13
4100	WATER DIVISION	148,236.40
4300	SEWER FUND	280,020.77
4480	SOLID WASTE FUND	103,676.82
4490	SOLID WASTE DISPOSAL CONS FUND	39,703.88
4600	GOLF FUND	2,051.87
4700	BLDG SERVICES	10,535.85
5100	FLEET SERVICES FUND	110,381.89
5200	PUBLIC WORKS AND UTILITIES	6,110.21
5300	MIS FUND	13,400.12
5600	ACCOUNTING SERVICES	14,564.74
5800	RISK MANAGEMENT FUND	13,875.82
5810	WORKERS' COMPENSATION FUND	1,999.22
5820	UNEMPLOYMENT COMPENSATION FUND	26.78
5830	EMPLOYEES BENEFITS FUND	1,258,630.40
5900	ASSET MANAGEMENT FUND OPS	5,070.84
6060	EMPLOYEES' RETIREMENT FUND	849.05
6070	FIREFIGHTERS' PENSION FUND	39,682.62
6080	POLICE PENSION FUND	16,284.57
6750	SPOKANE REGIONAL TRANS COUNCIL	22.21
6960	SALARY CLEARING FUND 2012	1,738,702.76
	TOTAL:	4,982,356.79

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

BRUCE D LOCKREM	MEDICARE PART B ACH PMT NO. - 80009494	104.90
JERRY A RUMSEY	MEDICARE PART B CHECK NO. - 00461524	104.90
SPOKANE REGIONAL CLEAN AIR AGENCY	OTHER INTERGOVT SERVICES CHECK NO. - 00461533	63,999.75
SPOKANIMAL C A R E	CONTRACTUAL SERVICES CHECK NO. - 00461422	3,500.00
TOTAL FOR 0020 - NONDEPARTMENTAL		67,709.55

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	120.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	414.85
TOTAL FOR 0030 - POLICE OMBUDSMAN		534.85

0100 - GENERAL FUND

CRC DESIGN AND CONSTRUCTION 157 S MONROE	PERMIT REFUNDS PAYABLE CHECK NO. - 00461488	655.00
WA STATE DEPT OF REVENUE MISCELLANEOUS TAX DIVISION	DEPOSIT-LEASE EXCISE TAX CHECK NO. - 00461555	21,494.87
TOTAL FOR 0100 - GENERAL FUND		22,149.87

0230 - CIVIL SERVICE

BLR	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00461437	397.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	390.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,566.36
TOTAL FOR 0230 - CIVIL SERVICE		2,353.36

0260 - CITY CLERK

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	240.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	858.69
TOTAL FOR 0260 - CITY CLERK		1,098.69

0300 - HUMAN SERVICES

CATHOLIC HOUSING SERVICES - VALOR HAVEN	CONTRACTUAL SERVICES CHECK NO. - 00461405	3,257.51
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES CHECK NO. - 00461412	2,600.95
THE SALVATION ARMY	CONTRACTUAL SERVICES CHECK NO. - 00461417	7,984.56
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80009449	5,664.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	69.13
TOTAL FOR 0300 - HUMAN SERVICES		19,576.41

0320 - COUNCIL

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	60.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,539.82
TOTAL FOR 0320 - COUNCIL		1,599.82

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	210.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	716.07
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		926.07

0350 - COMMUNITY CENTERS

EAST CENTRAL COMMUNITY ORGANIZATION	CONTRACTUAL SERVICES CHECK NO. - 00461204	14,765.07

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0350 - COMMUNITY CENTERS		14,765.07

0370 - ENGINEERING SERVICES

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	3,255.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	12,468.40
TOTAL FOR 0370 - ENGINEERING SERVICES		15,723.40

0410 - FINANCE

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	480.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,899.04
TOTAL FOR 0410 - FINANCE		2,379.79

0440 - FIRE

FASTENERS INC	OPERATING SUPPLIES CHECK NO. - 00461454	1,019.25
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00461409	43.30
FIRST RESPONSE ACTIVATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80009459	881.56
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	16,043.20
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461475	20,252.63
KEVIN F SMATHERS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461528	85.22
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIRS/MAINTENANCE ACH PMT NO. - 80009437	116.86
PCS MOBILE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461206	1,469.62
SPOKANE COUNTY REG EMERG COMM SPOKANE COUNTY TREASURER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461420	850.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	11,879.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00461559	87.80
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00461559	95,406.80
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80009491	242.50
WINCO FOODS PO BOX 5756	PROTECTIVE INSPECTION FEES CHECK NO. - 00461499	19.00
	TOTAL FOR 0440 - FIRE	148,397.09

0450 - COMM & NEIGHBHD SVCS DIVISION

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	315.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,148.53
	TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION	1,463.53

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	50.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	218.61
	TOTAL FOR 0470 - HISTORIC PRESERVATION	268.61

0500 - LEGAL

FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00461409	24.74
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	1,490.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	10,781.19
	TOTAL FOR 0500 - LEGAL	12,295.93

0520 - MAYOR

DAVID CONDON	TRAVEL CHECK NO. - 00461203	1,183.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUCT 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00461472	180.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00461543	1,822.87
TOTAL FOR 0520 - MAYOR		3,186.57

0550 - NEIGHBORHOOD SERVICES

AMP ENTERPRISES INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80009441	600.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	CHECK NO. - 00461202	3,070.26
AVISTA UTILITIES	UTILITY NATURAL GAS	
	CHECK NO. - 00461202	1,553.02
ICMA RETIREMENT TRUCT 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00461472	60.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00461543	160.29
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		5,443.57

0560 - MUNICIPAL COURT

ADMINISTRATIVE OFFICE OF THE	PRINTING/BINDING OS VENDOR	
COURTS	CHECK NO. - 00461427	38.00
DMCJA	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
C/O JUDGE DAVID STEINER	CHECK NO. - 00461451	3,450.00
ICMA RETIREMENT TRUCT 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00461472	1,590.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00461543	6,142.30
TOTAL FOR 0560 - MUNICIPAL COURT		11,220.30

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUCT 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00461472	120.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00461543	441.63
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		561.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	549.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,721.73
TOTAL FOR 0620 - HUMAN RESOURCES		2,270.73

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	830.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	3,034.57
WA STATE DEPT OF INFORMATION SERVICES	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00461554	696.87
TOTAL FOR 0650 - PLANNING SERVICES		4,561.44

0680 - POLICE

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00461202	4,764.29
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00461202	4,713.09
CW NIELSEN MFG CORP	OPERATING SUPPLIES CHECK NO. - 00461446	68.48
GUNARAMA WHOLESALE INC	MINOR EQUIPMENT CHECK NO. - 00461465	634.01
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	38,245.11
KERSHAWS INC	OFFICE SUPPLIES ACH PMT NO. - 80009462	14.03
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00461411	5.47
NORTHWEST PUBLIC EMPLOYEES MEDICAL TRUST/ NWPEMT	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00461557	425.00
RICOH USA INC	OPERATING RENTALS/LEASES CHECK NO. - 00461415	841.60
SAN DIEGO POLICE EQUIP CO INC	OPERATING SUPPLIES ACH PMT NO. - 80009473	21,440.58

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	27,711.18
W W GRAINGER INC	MINOR EQUIPMENT CHECK NO. - 00461550	5,781.36
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00461559	24.38
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00461559	103,905.34
XO COMMUNICATIONS INC	TELEPHONE CHECK NO. - 00461566	245.79
TOTAL FOR 0680 - POLICE		208,819.71

0690 - PROBATION SERVICES

DB SECURE SHRED LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00461407	22.39
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	675.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	2,222.73
TOTAL FOR 0690 - PROBATION SERVICES		2,920.12

0700 - PUBLIC DEFENDER

FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00461409	6.19
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	1,100.00
LARRY TANGEN	PROFESSIONAL CONTRACTS CHECK NO. - 00461424	1,111.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	5,181.18
WASHINGTON DEFENDER ASSN	REGISTRATION/SCHOOLING CHECK NO. - 00461212	303.00
TOTAL FOR 0700 - PUBLIC DEFENDER		7,701.87

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	195.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	688.06
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		883.06

0780 - BUSINESS & DEVELOPMENT SVCS

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	196.54
TOTAL FOR 0780 - BUSINESS & DEVELOPMENT SVCS		196.54

1100 - STREET FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	4,570.00
NIPPON CARBIDE INDUSTRIES	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009467	570.68
NW WEATHERNET INC	ADVISORY TECHNICAL SERVICE CHECK NO. - 00461414	395.00
ROADWISE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461522	15,049.29
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00461529	4.00
SPOKANE ROCK PRODUCTS/DIV OF DEATLEY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461534	6,998.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	18,376.60
VALMONT INDUSTRIES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461546	24,876.00
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00461549	315.41
TOTAL FOR 1100 - STREET FUND		71,154.98

1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	505.00
LEE CARNEY 1206 S BEST RD	DEMOLITION LIENS CHECK NO. - 00461483	500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	2,238.21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1200 - CODE ENFORCEMENT FUND		3,243.21

1300 - LIBRARY FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	3,095.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	13,495.09
TOTAL FOR 1300 - LIBRARY FUND		16,590.09

1390 - URBAN FORESTRY FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	60.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	637.86
TOTAL FOR 1390 - URBAN FORESTRY FUND		697.86

1400 - PARKS AND RECREATION FUND

DAVID CONDON	TRAVEL CHECK NO. - 00461203	800.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	2,658.07
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	14,371.98
TOTAL FOR 1400 - PARKS AND RECREATION FUND		17,830.05

1450 - UNDER FREEWAY PARKING FUND

HONEY BUCKET/DIV OF NORTHWEST CASCADE/HONEY BUCKETS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80009445	231.00
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		231.00

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	464.39
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,725.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00461549	193.15
TOTAL FOR 1460 - PARKING METER REVENUE FUND		2,382.59

1510 - LAW ENFORCEMENT INFO SYS FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	780.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	2,873.21
TOTAL FOR 1510 - LAW ENFORCEMENT INFO SYS FUND		3,653.21

1530 - LOCAL LAW ENF BLOCK GRANT FUND

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	25.70
TOTAL FOR 1530 - LOCAL LAW ENF BLOCK GRANT FUND		25.70

1540 - HUMAN SERVICES GRANTS FUND

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80009455	35,914.77
GUSE SUMMIT VIEW APARTMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80009431	11,833.22
NEW HORIZON CARE CENTERS INC	CONTRACTUAL SERVICES CHECK NO. - 00461413	10,002.00
SALEM ARMS	CONTRACTUAL SERVICES CHECK NO. - 00461416	6,640.00
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	CONTRACTUAL SERVICES ACH PMT NO. - 80009447	3,922.58
SPOKANE HOUSING VENTURES	CONTRACTUAL SERVICES CHECK NO. - 00461208	2,330.56
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES CHECK NO. - 00461418	27,706.61
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80009449	32,410.93
VOLUNTEERS OF AMERICA	CONTRACTUAL SERVICES ACH PMT NO. - 80009489	122,651.50
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80009493	42,663.59

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		296,075.76

1560 - FORFEITURES & CONTRIBUTION FND

WA STATE TREASURER	CONFISCATED FUNDS CHECK NO. - 00461186	24,394.05
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		24,394.05

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	430.03
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00461419	5,671.63
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	155.15
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00461559	889.16
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		7,145.97

1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	1,043.20
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461475	1,697.44
SPOKANE COUNTY REG EMERG COMM SPOKANE COUNTY TREASURER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461420	680.00
STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80009448	2,400.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	3,700.74
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00461559	1,211.53
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		10,732.91

1640 - COMMUNICATIONS BLDG M&O FUND

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00461445	902.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY REG EMERG COMM SPOKANE COUNTY TREASURER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461420	1,900.00
	TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	2,802.36

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	655.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	2,395.98
	TOTAL FOR 1680 - CD/HS OPERATIONS	3,050.98

1700 - MISC COMM DEVELOP GRANTS

KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00461178	9,350.06
	TOTAL FOR 1700 - MISC COMM DEVELOP GRANTS	9,350.06

1710 - HOME PROGRAM

KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00461175	9,009.77
	TOTAL FOR 1710 - HOME PROGRAM	9,009.77

1730 - HOPE ACQUISITION FUND

AVISTA UTILITIES	CONTRACTUAL SERVICES CHECK NO. - 00461170	181.30
BELLEVUE PAINT AND DECORATING INC	CONTRACTUAL SERVICES CHECK NO. - 00461171	124.61
PARKER PAINT MFG CO INC	CONTRACTUAL SERVICES CHECK NO. - 00461180	253.44
SAVEMORE BUILDING SUPPLY/DIV VALLEY SAVEMORE BLDG SUPPLY	CONTRACTUAL SERVICES CHECK NO. - 00461181	384.63
SPOKANE CITY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00461184	81.98
	TOTAL FOR 1730 - HOPE ACQUISITION FUND	1,025.96

1741 - EAST CENTRAL NEIGHBORHOOD

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00461175	8,232.57
TOTAL FOR 1741 - EAST CENTRAL NEIGHBORHOOD		8,232.57

1743 - HILLYARD NEIGHBORHOOD

KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00461175	13,144.35
TOTAL FOR 1743 - HILLYARD NEIGHBORHOOD		13,144.35

1757 - RESERVE FOR CONTINGENCY

AVISTA UTILITIES	CONTRACTUAL SERVICES CHECK NO. - 00461170	464.93
HONEY BUCKET/DIV OF NORTHWEST CASCADE/HONEY BUCKETS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80009432	57.05
LOWE'S COMPANIES INC	CONTRACTUAL SERVICES CHECK NO. - 00461179	3.87
ROBERT S DELANEY ATTORNEY AT LAW	CONTRACTUAL SERVICES ACH PMT NO. - 80009430	480.00
SAVEMORE BUILDING SUPPLY/DIV VALLEY SAVEMORE BLDG SUPPLY	CONTRACTUAL SERVICES CHECK NO. - 00461181	3,816.46
SPOKANE CITY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00461184	606.78
TOTAL FOR 1757 - RESERVE FOR CONTINGENCY		5,429.09

1758 - CITY WIDE NEIGHBORHOOD

SNAP FINANCIAL ACCESS	CONTRACTUAL SERVICES CHECK NO. - 00461183	3,150.87
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES CHECK NO. - 00461182	3,359.93
TOTAL FOR 1758 - CITY WIDE NEIGHBORHOOD		6,510.80

1840 - WIA ADMINISTRATIVE COST POOL

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	255.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,295.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1840 - WIA ADMINISTRATIVE COST POOL		1,550.77

1870 - EMERGENCY SHELTER FUND

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80009442	54,907.32
TOTAL FOR 1870 - EMERGENCY SHELTER FUND		54,907.32

1970 - E M S FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	3,042.74
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461475	3,458.00
McKESSON MEDICAL SURGICAL INC	SAFETY SUPPLIES ACH PMT NO. - 80009466	2,351.90
PREMIERE TRUCK ACCESSORIES OF WASHINGTON INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461517	2,841.42
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	2,871.58
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00461559	18,769.39
TOTAL FOR 1970 - E M S FUND		33,335.03

2300 - SPECIAL ASSESSMENT DEBT FUND

FIRST WESTERN INVESTMENTS	DEPOSIT - ESCHEAT PROPERTY CHECK NO. - 00461172	5,053.82
TOTAL FOR 2300 - SPECIAL ASSESSMENT DEBT FUND		5,053.82

3200 - ARTERIAL STREET FUND

CH2M HILL	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80009443	10,589.63
FOSTER PEPPER PLLC	RIGHT OF WAY ACH PMT NO. - 80009444	1,372.50
TOTAL FOR 3200 - ARTERIAL STREET FUND		11,962.13

4100 - WATER DIVISION

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AMSAN CUSTODIAL SUPPLY AMSAN LLC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00461429	443.72
AUTO-RAIN SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00461432	18.46
CONSOLIDATED SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00461444	81.01
DAN POWELL 3405 E 21ST AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00461496	42.75
DAVID BLAGG 721 S FISKE	REFUNDS OR BAD CHECKS CHECK NO. - 00461493	600.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	CONTRACTUAL SERVICES CHECK NO. - 00461409	37.11
FREEDOM TRUCK CENTERS INC	VEHICLES CHECK NO. - 00461458	66,671.30
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00461466	114.26
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00461466	238.70
HORIZON DISTRIBUTORS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00461468	789.57
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	7,487.50
JOAN CHEVALIER 69264 PARKSIDE DR	REFUNDS OR BAD CHECKS CHECK NO. - 00461494	9.39
JULIE NASH 1607 W GRACE AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00461497	14.27
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00461506	217.62
OXARC INC	OPERATING SUPPLIES CHECK NO. - 00461509	40.44
PRO RECYCLE LLC	PAVING REPAIRS/MAINTENANCE CHECK NO. - 00461519	850.00
RIVERVIEW ASSOCIATION 945 E RIVER SPUR	REFUNDS OR BAD CHECKS CHECK NO. - 00461498	42.52
SHAWNA McBRIDE 724 E HEROY AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00461495	267.63
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00461529	29.52
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00461529	42,637.73

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE REGIONAL CLEAN AIR AGENCY	TESTING SERVICES CHECK NO. - 00461533	269.80
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	27,333.10
TOTAL FOR 4100 - WATER DIVISION		148,236.40

4300 - SEWER FUND

JOAN CHEVALIER 69264 PARKSIDE DR	REFUNDS OR BAD CHECKS CHECK NO. - 00461494	34.43
JULIE NASH 1607 W GRACE AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00461497	9.74
RIVERVIEW ASSOCIATION 945 E RIVER SPUR	REFUNDS OR BAD CHECKS CHECK NO. - 00461498	99.54
TOTAL FOR 4300 - SEWER FUND		143.71

4310 - SEWER MAINTENANCE DIVISION

ALLIED FIRE & SECURITY/DIV OF ALLIED SAFE & VAULT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80009453	161.74
CRAMBLIT INC dba HOTSY OF SPOKANE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00461469	211.97
FREEDOM SALES & SUPPLY DBA FREEDOM FLAG SUPPLY	SAFETY SUPPLIES CHECK NO. - 00461457	160.61
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00461459	60.00
HORIZON DISTRIBUTORS	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00461468	585.90
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	3,497.52
OXARC INC	MINOR SAFETY EQUIPMENT CHECK NO. - 00461509	221.75
OXARC INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00461509	398.71
PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00461185	868.87
RICOH USA INC	PROFESSIONAL CONTRACTS CHECK NO. - 00461415	260.88
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00461529	32,578.29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POWER TOOL & HDWE	MINOR EQUIPMENT CHECK NO. - 00461532	1,934.84
UNITED RENTALS NW INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461541	388.62
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	12,872.74
WILLIAM R PEACOCK	TRAVEL ACH PMT NO. - 80009496	360.25
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		54,562.69

4320 - ADVANCED WASTEWATER TRTMT PLNT

BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461434	697.56
BENCHMARK INDUSTRIAL SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461436	760.00
EDGE CONSTRUCTION SUPPLY	OPERATING SUPPLIES CHECK NO. - 00461452	2,116.39
HYTOPZ INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461471	2,359.67
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	5,940.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00461476	6,383.41
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80009468	3,882.16
PAPE' MACHINERY INC	LUBRICANTS-OUTSIDE VENDOR CHECK NO. - 00461511	916.20
PARAMOUNT SUPPLY CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461512	10,647.70
PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00461210	607.42
SIEMENS WATER TECHNOLOGIES CORPORATION	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80009474	10,189.70
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00461529	87,422.74
TESTAMERICA LABORATORIES INC	PROFESSIONAL CONTRACTS ACH PMT NO. - 80009485	22,584.00
UNIVAR USA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80009487	5,013.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	20,263.54
VEMCO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461548	1,229.00
W W GRAINGER INC	MINOR EQUIPMENT CHECK NO. - 00461550	926.43
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	66.12
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	106.92
WHITNEY EQUIPMENT COMPANY INC	COMMUNICATIONS EQUIPMENT CHECK NO. - 00461564	25,608.64
WHITNEY EQUIPMENT COMPANY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461564	5,042.20
TOTAL FOR 4320 - ADVANCED WASTEWATER TRTMT PLNT		212,763.10

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	225.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	655.30
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		880.30

4370 - SEWER CONSTRUCTION FUND

COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00461423	825.18
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	37.48
SIGNS NOW DIV OF IN PROCESS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00461526	779.99
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	148.97
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT CHECK NO. - 00461211	4,098.25
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS CHECK NO. - 00461211	5,781.10
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		11,670.97

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4480 - SOLID WASTE FUND

JOAN CHEVALIER 69264 PARKSIDE DR	REFUNDS OR BAD CHECKS CHECK NO. - 00461494	21.36
RIVERVIEW ASSOCIATION 945 E RIVER SPUR	REFUNDS OR BAD CHECKS CHECK NO. - 00461498	10.41
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00461529	425.35
TOTAL FOR 4480 - SOLID WASTE FUND		457.12

4490 - SOLID WASTE DISPOSAL CONS FUND

DEX MEDIA INC DIRECTORY SOURCE DEX MEDIA EAST	ADVERTISING CHECK NO. - 00461449	79.98
ECO PARTNERS INC	CONTRACTUAL SERVICES CHECK NO. - 00461408	7,494.00
GROUP W MARKETING INC KIDS NEWSPAPER	ADVERTISING CHECK NO. - 00461482	435.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	480.00
MARC PRESTON TAYLOR dba TAYLOR COMPANY	MINOR EQUIPMENT CHECK NO. - 00461538	532.47
NW BUSINESS PRESS INC DBA JOURNAL OF BUSINESS	ADVERTISING CHECK NO. - 00461479	800.00
NW WEATHERNET INC	CONTRACTUAL SERVICES CHECK NO. - 00461414	2,000.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00461529	291.65
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00461529	25,196.28
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,742.52
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	651.98
TOTAL FOR 4490 - SOLID WASTE DISPOSAL CONS FUND		39,703.88

4500 - SOLID WASTE MANAGEMENT

ACCESS UNLIMITED & SECURITY INC	CONTRACTUAL SERVICES CHECK NO. - 00461403	696.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALLIED FIRE & SECURITY/DIV OF ALLIED SAFE & VAULT CO	CONTRACTUAL SERVICES ACH PMT NO. - 80009453	72.00
CRAMBLIT INC dba HOTSY OF SPOKANE	OPERATING SUPPLIES CHECK NO. - 00461469	5,119.77
FULL CIRCLE ENVIROMENTAL, INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00461460	2,000.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	8,129.72
JAMES H TIEKEN	PERMITS/OTHER FEES CHECK NO. - 00461539	85.00
PRODUCT STEWARDSHIP INSTITUTE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00461520	1,000.00
SALT OF THE EARTH GEORGE C KREUTZER-OWNER	OPERATING SUPPLIES CHECK NO. - 00461525	410.20
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00461529	55,293.34
SPOKANE REGIONAL HEALTH DIST	PROFESSIONAL CONTRACTS CHECK NO. - 00461421	68.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	30,345.67
TOTAL FOR 4500 - SOLID WASTE MANAGEMENT		103,219.70

4600 - GOLF FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	360.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	1,691.87
TOTAL FOR 4600 - GOLF FUND		2,051.87

4700 - BLDG SERVICES

ACCUFLO AIR SYSTEMS PO BOX 542	PERMIT REFUNDS PAYABLE CHECK NO. - 00461486	135.00
GARLAND PRINTING CO	PRINTING/BINDING OS VENDOR CHECK NO. - 00461462	148.84
GERALD L KLASEN 4804 HANDY RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00461492	3.00
HOLY TEMPLE PO BOX 2543	PERMIT REFUNDS PAYABLE CHECK NO. - 00461490	33.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	1,982.50
ROBERT WIHITELIN 1935 S CANYON WOODS LN	PERMIT REFUNDS PAYABLE CHECK NO. - 00461485	113.00
THORNTON & SONS INC PO BOX 2505	PERMIT REFUNDS PAYABLE CHECK NO. - 00461491	15.00
TYCO INTEGRATED 16810 E EUCLID	PERMIT REFUNDS PAYABLE CHECK NO. - 00461489	15.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	7,820.19
VTI ELECTRIC INC 7307 N DIVISION ST STE 310	PERMIT REFUNDS PAYABLE CHECK NO. - 00461484	15.00
WESTOWER COMMUNICATIONS INC 112 E STATE ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00461487	255.00
TOTAL FOR 4700 - BLDG SERVICES		10,535.85

5100 - FLEET SERVICES FUND

ALLIED FIRE & SECURITY/DIV OF ALLIED SAFE & VAULT CO	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009453	65.22
ATLAS BOILER AND EQUIPMENT CO DBA NBI	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461431	600.93
B L BEST BRIAN L BEST	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461433	3,388.31
BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461434	1,082.94
BECKER BUICK-GMC INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461435	274.35
BRAD L WHITE dba SUPERIOR FLUID POWER	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461537	2,693.80
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80009454	65.17
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461438	396.75
CENTRAL MACHINERY SALES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461439	101.17
CITY GLASS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461441	853.31
COEUR D'ALENE SERVICE STATION EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009456	6,656.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONNELL OIL, INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461443	4,545.57
D & W SUPPLIES INC D & W TIRE DEALERS SUPPLIES	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461447	348.72
FACTORY MOTOR PARTS CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461453	348.35
FREEDOM TRUCK CENTERS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461458	1,399.84
FREEDOM TRUCK CENTERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461458	1,884.96
GALL'S INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461461	664.96
HUSKY INTERNATIONAL TRUCKS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009461	3,075.94
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	1,440.00
INLAND PACIFIC HOSE & FITTINGS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461477	58.97
INLAND STANDARD EQUIPMENT CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461478	8.42
KAMAN INDUSTRIAL TECHNOLOGIES CORP	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461480	207.78
KENWORTH SALES-SPOKANE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461481	689.26
MID MOUNTAIN MACHINERY INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461500	1,130.95
MODERN MACHINERY CO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461501	96.74
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461502	1,836.50
MOUSER ELECTRONICS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461503	406.69
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT CHECK NO. - 00461504	267.03
NAPA AUTO PARTS GENUINE PARTS CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461504	2,948.55
NORCO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461506	28.97
NW HANDLING SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461507	83.89

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461455	549.50
PAPE MATERIAL HANDLING	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461510	52.50
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00461515	28.59
PRO MECHANICAL SERVICES INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009471	1,918.56
R & R HEATING & AIR CONDITIONING	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461521	648.50
ROMAINE ELECTRIC CORPORATION	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461523	465.30
ROWAND MACHINERY COMPANY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009472	196.10
SIX ROBBLEES INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461527	410.89
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461527	10,331.73
SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009475	41.87
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461530	214.23
SPOKANE INDUSTRIAL SUPPLY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461531	74.13
SPRAY CENTER ELECTRONICS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461535	86.34
T & T AUTOMOTIVE & TOWING	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009483	70.66
TIRE DISTRIBUTION SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00461540	633.64
TIRE DISTRIBUTION SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461540	42,892.33
TRANSPORT EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009486	1,664.71
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	6,612.81
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00461549	201.62
W W GRAINGER INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461550	92.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	35.38
WESTERN PETERBILT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80009492	4,191.82
WESTERN STATES EQUIPMENT CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461561	655.21
WESTSIDE MOTORSPORTS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461562	510.61
WHITE BEAR WEST INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461563	63.60
ZEE MEDICAL INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00461567	88.65
	TOTAL FOR 5100 - FLEET SERVICES FUND	110,381.89

5200 - PUBLIC WORKS AND UTILITIES

GARLAND PRINTING CO	PRINTING/BINDING OS VENDOR CHECK NO. - 00461462	298.93
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	1,300.00
JULIE NASH 1607 W GRACE AVE	REFUNDS OR BAD CHECKS CHECK NO. - 00461497	10.00
RIVERVIEW ASSOCIATION 945 E RIVER SPUR	REFUNDS OR BAD CHECKS CHECK NO. - 00461498	35.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00461529	842.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	3,623.82
	TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	6,110.21

5300 - MIS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00461406	394.82
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	2,470.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	10,408.15
WA STATE DEPT OF LICENSING	SOFTWARE MAINTENANCE CHECK NO. - 00461425	127.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5300 - MIS FUND		13,400.12

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	3,096.25
NATIONAL ASSN OF PURCHASING MANAGEMENT-SPOKANE INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00461505	340.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	9,878.49
WA STATE DEPT OF ENTERPRISE SERVICES	MISC SERVICES/CHARGES CHECK NO. - 00461426	1,250.00
TOTAL FOR 5600 - ACCOUNTING SERVICES		14,564.74

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	18.00
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80009488	13,749.36
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	108.46
TOTAL FOR 5800 - RISK MANAGEMENT FUND		13,875.82

5810 - WORKERS' COMPENSATION FUND

HUMANIX HUMAN RESOURCE PROFESSIONALS	PROFESSIONAL CONTRACTS CHECK NO. - 00461410	741.11
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	266.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	942.44
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00461549	49.41
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		1,999.22

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	3.74

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	23.04
	TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	26.78

5830 - EMPLOYEES BENEFITS FUND

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80009497	13,989.95
APS HEALTHCARE INC	PROFESSIONAL CONTRACTS CHECK NO. - 00461404	5,513.00
GROUP HEALTH COOPERATIVE	INSURANCE PREMIUMS CHECK NO. - 00461577	589,994.08
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE PREMIUMS ACH PMT NO. - 80009499	30,590.24
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	246.00
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80009463	18,202.13
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80009446	4,933.43
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80009470	111,611.34
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80009498	433,720.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	655.94
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80009500	4,404.45
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80009500	44,769.84
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	1,258,630.40

5900 - ASSET MANAGEMENT FUND OPS

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	900.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	2,819.87
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80009491	444.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00461561	906.56
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		5,070.84

6100 - RETIREMENT

ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00461472	180.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00461543	669.05
TOTAL FOR 6100 - RETIREMENT		849.05

6200 - FIREFIGHTERS' PENSION FUND

ALAN COLLINSON	MEDICARE PART B CHECK NO. - 00461442	319.70
CHARLES E NEIHART	MEDICARE PART A ACH PMT NO. - 80009495	243.00
CHARLES E NEIHART	MEDICARE PART B ACH PMT NO. - 80009495	104.90
DENNIS L PETERSON	MEDICARE PART A CHECK NO. - 00461514	882.00
DENNIS L PETERSON	MEDICARE PART B CHECK NO. - 00461514	209.80
FRANK DICKENS	MEDICARE PART B CHECK NO. - 00461450	104.90
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES CHECK NO. - 00461547	175.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80009463	3,657.47
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80009446	1,665.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80009470	31,625.05
THOMAS W HECKLER	MEDICARE PART A CHECK NO. - 00461467	243.00
THOMAS W HECKLER	MEDICARE PART B CHECK NO. - 00461467	104.90
WILLIAM R FORBES	MEDICARE PART A CHECK NO. - 00461456	243.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WILLIAM R FORBES	MEDICARE PART B CHECK NO. - 00461456	104.90
	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	39,682.62

6300 - POLICE PENSION

DAVID N ANDERSON	MEDICARE PART B CHECK NO. - 00461430	319.70
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES CHECK NO. - 00461547	175.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80009463	2,841.60
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80009446	1,665.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80009470	10,643.87
ROBERT W WEBB	MEDICARE PART B CHECK NO. - 00461560	319.70
WILLIAM A GENTRY	MEDICARE PART B CHECK NO. - 00461464	319.70
	TOTAL FOR 6300 - POLICE PENSION	16,284.57

6760 - SPOKANE REGIONAL COUNCIL

WA STATE DEPT OF LABOR & INDUSTRIES	INDUSTRIAL INSURANCE CHECK NO. - 00461553	1.15-
	TOTAL FOR 6760 - SPOKANE REGIONAL COUNCIL	1.15-

6770 - TRANSPORTATION STUDY DIVISION

WA STATE DEPT OF LABOR & INDUSTRIES	INDUSTRIAL INSURANCE CHECK NO. - 00461553	23.36
	TOTAL FOR 6770 - TRANSPORTATION STUDY DIVISION	23.36

6960 - SALARY CLEARING FUND 2012

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80009452	3,576.17
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80009452	10,024.51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC CHECK NO. - 00461428	29,348.06
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00461440	612.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00461448	4,740.50
DEPT OF LABOR & INDUSTRIES	DEPT OF LABOR & iNDUSTRIES CHECK NO. - 00461552	319.74
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80009457	50.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80009458	17.50
GENERAL REVENUE CORPORATION	GENERAL REVENUE CORP CHECK NO. - 00461463	214.88
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00461470	1,035.00
ICMA RETIREMENT TRUCT 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00461472	206,001.34
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00461473	26,674.14
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00461474	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00461475	34,637.98
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00461558	715.18
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80009464	26.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80009465	3,961.03
NORTHWEST PUBLIC EMPLOYEES MEDICAL TRUST/ NWPEMT	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00461557	483.99
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00461508	785.30
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00461513	22.35
PIONEER CREDIT RECOVERY INC	PIONEER CREDIT RECOVERY 045121 CHECK NO. - 00461516	593.08
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80009460	512.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00461518	586.28
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80009480	25,181.00
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80009476	1,200.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80009477	2,603.90
SPOKANE POLICE GUILD C/O SPOKANE LAW ENFORCEMENT CU	POLICE GUILD-FITNESS/GOLF ACH PMT NO. - 80009469	1.00
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80009481	247.50
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80009479	15,338.25
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80009478	30.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80009482	300.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80009484	272.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) CHECK NO. - 00461536	16,662.60
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD CHECK NO. - 00461536	362.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE CHECK NO. - 00461536	4,041.20
UNITED WAY	UNITED WAY CHECK NO. - 00461542	2,815.09
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00461543	220,072.15
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00461543	624,850.76
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00461543	75,590.01
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00461544	92.52
VALLEY EMPIRE COLLECTION	VALLEY EMPIRE COLLECTION CHECK NO. - 00461545	1,313.04
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00461551	2,233.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80009490	49,748.81
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00461556	14,758.68
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00461559	355,484.57
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00461565	529.65
	TOTAL FOR 6960 - SALARY CLEARING FUND 2012	1,738,702.76
	TOTAL CLAIMS	4,982,356.79

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	860.40	167.35	
00456147	VISTA CONSULTING SERVICES IN			
00460345	RUSSELL A COX			
00461170	AVISTA UTILITIES	646.23		
00461171	BELLEVUE PAINT	124.61		
00461172	FIRST WESTERN INVESTMENTS	5,053.82		
00461173	KIEMLE & HAGOOD COMPANY	13,679.90		
00461174	KIEMLE & HAGOOD COMPANY	14,913.64		
00461175	KIEMLE & HAGOOD COMPANY	1,793.15		
00461176	KIEMLE & HAGOOD COMPANY	1,109.81		
00461177	KIEMLE & HAGOOD COMPANY	815.25		
00461178	KIEMLE & HAGOOD COMPANY	7,425.00		
00461179	LOWE'S COMPANIES INC	3.87		
00461180	PARKER PAINT MFG CO INC	253.44		
00461181	SAVEMORE BUILDING SUPPLY/DIV	4,201.09		
00461182	SPOKANE NEIGHBORHOOD ACTION	3,359.93		
00461183	SNAP FINANCIAL ACCESS	3,150.87		
00461184	SPOKANE CITY TREASURER	688.76		
00461185	PRORATE AND FUEL TAX	868.87		
00461186	WA STATE TREASURER	24,394.05		
00461187	AGRI TIMES NORTHWEST		37.00	
00461188	ALEXANDER HAMILTON INSTITUTE		82.08	
00461189	AUDIO EDITIONS		204.35	
00461190	BAKER & TAYLOR BOOKS		10,881.64	
00461191	BONNERS FERRY HERALD		31.50	
00461192	CENTER POINT PUBLISHING INC		297.78	
00461193	GALE		23,373.39	
00461194	INGRAM LIBRARY SERVICES INC		836.55	
00461195	MIDWEST TAPE		1,287.88	
00461196	NOSTALGIA MAGAZINE		160.00	
00461197	OFFICE OF THE CODE REVISER		630.46	
00461198	OMNIGRAPHICS INC		337.04	
00461199	OVERDRIVE INC		278.87	
00461200	RECORDED BOOKS INC		755.88	
00461201	THOMSON WEST		42.40	
00461202	AVISTA UTILITIES	14,100.66		
00461203	DAVID CONDON	1,983.70		
00461204	EAST CENTRAL COMMUNITY	14,765.07		
00461205	NEW HORIZON CARE CENTERS INC	5,001.00		
00461206	PCS MOBILE	1,469.62		
00461207	SPOKANE NEIGHBORHOOD ACTION	24,769.96		
00461208	SPOKANE HOUSING VENTURES	2,330.56		
00461210	PRORATE AND FUEL TAX	607.42		
00461211	WA STATE DEPT OF ECOLOGY	9,879.35		
00461212	WASHINGTON DEFENDER ASSN	303.00		
00461213	ALSCO, DIVISION OF ALSCO INC		33.14	
00461214	AMSAN CUSTODIAL SUPPLY		372.32	
00461215	AVISTA UTILITIES		2,670.85	
00461216	COMPLETE OFFICE LLC		577.82	
00461217	CONTROL SOLUTIONS NW INC		105.14	
00461218	CUSTOMERS OF SIRSIDYNIX USER		100.00	
00461219	DEMCO INC		40.27	
00461220	EXPRESS NAME TAGS & MORE, IN		5.44	

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00461221	LIBRARY TECHNOLOGIES INC		2,000.00	
00461222	LOWE'S BUSINESS ACCT		56.20	
00461223	PREEDY BROS TIRES INC		54.44	
00461224	SIRSIDYNIX		60,189.73	
00461225	SPOKANE PUBLIC LIBRARY		164.00	
00461226	THYSSENKRUPP ELEVATOR CORP		254.40	
00461227	TYCO INTEGRATED SECURITY LLC		1,123.78	
00461228	VERIZON WIRELESS BELLEVUE		109.93	
00461229	W W GRAINGER INC		1,140.04	
00461230	CONCESSION SUPPLY/DIV OF			350.06
00461231	NORCO INC			1,195.80
00461232	SAFEWAY INC			74.71
00461233	SYSCO FOOD SERVICES INC			2,323.39
00461234	VERMEER OF WASHINGTON INC			502.71
00461235	VISION MARKETING			870.00
00461236	WESTERN EQUIPMENT DISTRIBUTO			2,791.04
00461403	ACCESS UNLIMITED & SECURITY	696.00		
00461404	APS HEALTHCARE INC	5,513.00		
00461405	CATHOLIC HOUSING SERVICES -	3,257.51		
00461406	COPIERS NORTHWEST INC	394.82		
00461407	DB SECURE SHRED LLC	22.39		
00461408	ECO PARTNERS INC	7,494.00		
00461409	FIKES NORTHWEST INC/DIV OF	111.34		
00461410	HUMANIX HUMAN RESOURCE	741.11		
00461411	LANGUAGE LINE SERVICES	5.47		
00461412	MARTIN LUTHER KING JR FAMILY	2,600.95		
00461413	NEW HORIZON CARE CENTERS INC	5,001.00		
00461414	NW WEATHERNET INC	2,395.00		
00461415	RICOH USA INC	1,102.48		
00461416	SALEM ARMS	6,640.00		
00461417	THE SALVATION ARMY	7,984.56		
00461418	SPOKANE NEIGHBORHOOD ACTION	2,936.65		
00461419	SPOKANE COUNTY SHERIFF	5,671.63		
00461420	SPOKANE COUNTY REG EMERG COM	3,430.00		
00461421	SPOKANE REGIONAL HEALTH DIST	68.00		
00461422	SPOKANIMAL C A R E	3,500.00		
00461423	COWLES PUBLISHING	825.18		
00461424	LARRY TANGEN	1,111.50		
00461425	WA STATE DEPT OF LICENSING	127.15		
00461426	WA STATE DEPT OF ENTERPRISE	1,250.00		
00461427	ADMINISTRATIVE OFFICE OF THE	38.00		
00461428	AFLAC/AMERICAN FAMILY LIFE	29,348.06		
00461429	AMSAN CUSTODIAL SUPPLY	443.72		
00461430	DAVID N ANDERSON	319.70		
00461431	ATLAS BOILER AND EQUIPMENT C	600.93		
00461432	AUTO-RAIN SUPPLY INC	18.46		
00461433	B L BEST	3,388.31		
00461434	BATTERY SYSTEMS INC	1,780.50		
00461435	BECKER BUICK-GMC INC	274.35		
00461436	BENCHMARK INDUSTRIAL SERVICE	760.00		
00461437	BLR	397.00		
00461438	C & B UPHOLSTERY INC	396.75		
00461439	CENTRAL MACHINERY SALES INC	101.17		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00461440	CHILD SUPPORT SERVICES	612.50		
00461441	CITY GLASS	853.31		
00461442	ALAN COLLINSON	319.70		
00461443	CONNELL OIL, INC	4,545.57		
00461444	CONSOLIDATED SUPPLY CO	81.01		
00461445	CONTROL SOLUTIONS NW INC	902.36		
00461446	CW NIELSEN MFG CORP	68.48		
00461447	D & W SUPPLIES INC	348.72		
00461448	DANIEL H BRUNNER, TRUSTEE	4,740.50		
00461449	DEX MEDIA INC DIRECTORY SOUR	79.98		
00461450	FRANK DICKENS	104.90		
00461451	DMCJA	3,450.00		
00461452	EDGE CONSTRUCTION SUPPLY	2,116.39		
00461453	FACTORY MOTOR PARTS CO	348.35		
00461454	FASTENERS INC	1,019.25		
00461455	O'REILLY AUTOMOTIVE STORES I	549.50		
00461456	WILLIAM R FORBES	347.90		
00461457	FREEDOM SALES & SUPPLY	160.61		
00461458	FREEDOM TRUCK CENTERS INC	69,956.10		
00461459	FROSTY ICE/DIV OF R PLUM COR	60.00		
00461460	FULL CIRCLE ENVIROMENTAL, IN	2,000.00		
00461461	GALL'S INC	664.96		
00461462	GARLAND PRINTING CO	447.77		
00461463	GENERAL REVENUE CORPORATION	214.88		
00461464	WILLIAM A GENTRY	319.70		
00461465	GUNARAMA WHOLESALE INC	634.01		
00461466	H D FOWLER COMPANY	352.96		
00461467	THOMAS W HECKLER	347.90		
00461468	HORIZON DISTRIBUTORS	1,375.47		
00461469	CRAMBLIT INC	5,331.74		
00461470	HUMAN RESOURCES	1,035.00		
00461471	HYTOPZ INC	2,359.67		
00461472	ICMA RETIREMENT TRUCT 457	327,817.80		
00461473	ICMA RETIREMENT TRUST 457 LO	26,674.14		
00461474	IDAHO STATE TAX COMMISSION	37.50		
00461475	ING LIFE INSURANCE & ANNUITY	60,046.05		
00461476	INLAND ENVIRONMENTAL RESOURC	6,383.41		
00461477	INLAND PACIFIC HOSE & FITTIN	58.97		
00461478	INLAND STANDARD EQUIPMENT CO	8.42		
00461479	NW BUSINESS PRESS INC	800.00		
00461480	KAMAN INDUSTRIAL TECHNOLOGIE	207.78		
00461481	KENWORTH SALES-SPOKANE	689.26		
00461482	GROUP W MARKETING INC	435.00		
00461483	LEE CARNEY	500.00		
00461484	VTI ELECTRIC INC	15.00		
00461485	ROBERT WIHITELIN	113.00		
00461486	ACCUFLO AIR SYSTEMS	135.00		
00461487	WESTOWER COMMUNICATIONS INC	255.00		
00461488	CRC DESIGN AND CONSTRUCTION	655.00		
00461489	TYCO INTEGRATED	15.00		
00461490	HOLY TEMPLE	33.32		
00461491	THORNTON & SONS INC	15.00		
00461492	GERALD L KLASEN	3.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00461493	DAVID BLAGG	600.00		
00461494	JOAN CHEVALIER	65.18		
00461495	SHAWNA McBRIDE	267.63		
00461496	DAN POWELL	42.75		
00461497	JULIE NASH	34.01		
00461498	RIVERVIEW ASSOCIATION	187.47		
00461499	WINCO FOODS	19.00		
00461500	MID MOUNTAIN MACHINERY INC	1,130.95		
00461501	MODERN MACHINERY CO INC	96.74		
00461502	MOTION AUTO SUPPLY	1,836.50		
00461503	MOUSER ELECTRONICS	406.69		
00461504	NAPA AUTO PARTS	3,215.58		
00461505	NATIONAL ASSN OF PURCHASING	340.00		
00461506	NORCO INC	246.59		
00461507	NW HANDLING SYSTEMS INC	83.89		
00461508	OFFICE OF THE ATTORNEY GENER	785.30		
00461509	OXARC INC	660.90		
00461510	PAPE MATERIAL HANDLING	52.50		
00461511	PAPE' MACHINERY INC	916.20		
00461512	PARAMOUNT SUPPLY CO	10,647.70		
00461513	PEOPLE QUALIFIED COMMITTEE	22.35		
00461514	DENNIS L PETERSON	1,091.80		
00461515	PETROCARD SYSTEMS INC	28.59		
00461516	PIONEER CREDIT RECOVERY INC	593.08		
00461517	PREMIERE TRUCK ACCESSORIES	2,841.42		
00461518	PRE-PAID LEGAL SERVICES INC	586.28		
00461519	PRO RECYCLE LLC	850.00		
00461520	PRODUCT STEWARDSHIP INSTITUT	1,000.00		
00461521	R & R HEATING & AIR	648.50		
00461522	ROADWISE INC	15,049.29		
00461523	ROMAINE ELECTRIC CORPORATION	465.30		
00461524	JERRY A RUMSEY	104.90		
00461525	SALT OF THE EARTH	410.20		
00461526	SIGNS NOW	779.99		
00461527	SIX ROBBLEES INC	10,742.62		
00461528	KEVIN F SMATHERS	85.22		
00461529	SPOKANE CITY TREASURER OR	244,721.36		
00461530	SPOKANE HOUSE OF HOSE INC	214.23		
00461531	SPOKANE INDUSTRIAL SUPPLY	74.13		
00461532	SPOKANE POWER TOOL & HDWE	1,934.84		
00461533	SPOKANE REGIONAL CLEAN AIR	64,269.55		
00461534	SPOKANE ROCK PRODUCTS/DIV OF	6,998.00		
00461535	SPRAY CENTER ELECTRONICS INC	86.34		
00461536	STANDARD INSURANCE COMPANY	21,065.80		
00461537	BRAD L WHITE	2,693.80		
00461538	MARC PRESTON TAYLOR	532.47		
00461539	JAMES H TIEKEN	85.00		
00461540	TIRE DISTRIBUTION SYSTEMS IN	43,525.97		
00461541	UNITED RENTALS NW INC	388.62		
00461542	UNITED WAY	2,815.09		
00461543	US BANK OR CITY TREASURER	1,216,174.93		
00461544	US DEPT OF EDUCATION	92.52		
00461545	VALLEY EMPIRE COLLECTION	1,313.04		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00461546	VALMONT INDUSTRIES INC	24,876.00		
00461547	LEONARD J VANDERBOSCH MD	350.00		
00461548	VEMCO INC	1,229.00		
00461549	VERIZON WIRELESS BELLEVUE	759.59		
00461550	W W GRAINGER INC	6,799.88		
00461551	WA GET PROGRAM	2,233.00		
00461552	DEPT OF LABOR & INDUSTRIES	319.74		
00461553	WA STATE DEPT OF LABOR &	22.21		
00461554	WA STATE DEPT OF INFORMATION	696.87		
00461555	WA STATE DEPT OF REVENUE	21,494.87		
00461556	WA STATE SUPPORT REGISTRY OR	14,758.68		
00461557	NORTHWEST PUBLIC EMPLOYEES	908.99		
00461558	JUNE WALLACE	715.18		
00461559	WASHINGTON LEOFF	575,778.97		
00461560	ROBERT W WEBB	319.70		
00461561	WESTERN STATES EQUIPMENT CO	1,561.77		
00461562	WESTSIDE MOTORSPORTS	510.61		
00461563	WHITE BEAR WEST INC	63.60		
00461564	WHITNEY EQUIPMENT COMPANY IN	30,650.84		
00461565	WSCCCE, AFSCME, AFL-CIO	529.65		
00461566	XO COMMUNICATIONS INC	245.79		
00461567	ZEE MEDICAL INC	88.65		
00461577	GROUP HEALTH COOPERATIVE	589,994.08		
00461578	AUDIO EDITIONS		743.46	
00461579	BAKER & TAYLOR BOOKS		4,361.34	
00461580	GALE		29.56	
00461581	INGRAM LIBRARY SERVICES INC		164.34	
00461582	MARQUIS WHO'S WHO LLC		99.00	
00461583	MIDWEST TAPE		1,196.10	
00461584	OVERDRIVE INC		1,226.22	
80009429	A W REHN & ASSOCIATES INC OR	6,850.06		
80009430	ROBERT S DELANEY	480.00		
80009431	GUSE SUMMIT VIEW APARTMENTS	11,833.22		
80009432	HONEY BUCKET/DIV OF NORTHWES	57.05		
80009433	A-L COMPRESSED GASES			117.40
80009434	CATHOLIC CHARITIES	19,604.52		
80009435	INSIGHT DISTRIBUTING INC			1,499.89
80009436	KERSHAWS INC		69.78	
80009437	MUNICIPAL EMERGENCY SERVICES	116.86		
80009438	TRANSITIONS DBA TRANSITIONAL	17,293.59		
80009439	VOLUNTEERS OF AMERICA	55,499.18		
80009440	YWCA	18,288.70		
80009441	AMP ENTERPRISES INC	600.00		
80009442	CATHOLIC CHARITIES	65,882.06		
80009443	CH2M HILL	10,589.63		
80009444	FOSTER PEPPER PLLC	1,372.50		
80009445	HONEY BUCKET/DIV OF NORTHWES	231.00		
80009446	MOLONEY & O'NEILL LIFE INC	8,263.43		
80009447	SPOKANE HOUSING AUTHORITY	3,922.58		
80009448	STUART CONSULTING GROUP INC	2,400.00		
80009449	TRANSITIONS DBA TRANSITIONAL	20,781.60		
80009450	VOLUNTEERS OF AMERICA	52,304.09		
80009451	YWCA	13,023.15		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80009452	A W REHN & ASSOCIATES INC OR	13,600.68		
80009453	ALLIED FIRE & SECURITY/DIV O	298.96		
80009454	BUCK'S TIRE & AUTOMOTIVE	65.17		
80009455	CATHOLIC CHARITIES	5,335.51		
80009456	COEUR D'ALENE SERVICE STATIO	6,656.48		
80009457	DIGNITARY PROTECTION TEAM FU	50.00		
80009458	EDU MEMBERSHIP FUND	17.50		
80009459	FIRST RESPONSE ACTIVATION	881.56		
80009460	POLICE GUILD LEGAL DEFENSE	512.00		
80009461	HUSKY INTERNATIONAL TRUCKS I	3,075.94		
80009462	KERSHAWS INC	14.03		
80009463	LIFEWISE ASSURANCE CO	24,701.20		
80009464	LTS & CPTS LEGAL DEFENSE FUN	26.00		
80009465	M & P ASSOCIATION	3,961.03		
80009466	McKESSON MEDICAL SURGICAL IN	2,351.90		
80009467	NIPPON CARBIDE INDUSTRIES	570.68		
80009468	OLIN CORPORATION	3,882.16		
80009469	SPOKANE POLICE GUILD	1.00		
80009470	PREMERA BLUE CROSS OR	153,880.26		
80009471	PRO MECHANICAL SERVICES INC	1,918.56		
80009472	ROWAND MACHINERY COMPANY	196.10		
80009473	SAN DIEGO POLICE EQUIP CO IN	21,440.58		
80009474	SIEMENS WATER TECHNOLOGIES	10,189.70		
80009475	SOLID WASTE SYSTEMS INC	41.87		
80009476	SPOKANE POLICE BENEFIT ASSOC	1,200.00		
80009477	SPOKANE POLICE CHAPLAIN	2,603.90		
80009478	SPOKANE POLICE K-9 MEMBERSHI	30.00		
80009479	SPOKANE POLICE GUILD LONG	15,338.25		
80009480	SPOKANE FIRE FIGHTERS BENEFI	25,181.00		
80009481	SPOKANE POLICE GUILD FRATERN	247.50		
80009482	SPOKANE POLICE SWAT TEAM	300.00		
80009483	T & T AUTOMOTIVE & TOWING	70.66		
80009484	SPOKANE POLICE TACTICAL TEAM	272.00		
80009485	TESTAMERICA LABORATORIES INC	22,584.00		
80009486	TRANSPORT EQUIPMENT INC	1,664.71		
80009487	UNIVAR USA INC	5,013.30		
80009488	US BANK OR CITY TREASURER	13,749.36		
80009489	VOLUNTEERS OF AMERICA	14,848.23		
80009490	WA ST COUNCIL OF CITY & COUN	49,748.81		
80009491	WCP SOLUTIONS	686.91		
80009492	WESTERN PETERBILT INC	4,191.82		
80009493	YWCA	11,351.74		
80009494	BRUCE D LOCKREM	104.90		
80009495	CHARLES E NEIHART	347.90		
80009496	WILLIAM R PEACOCK	360.25		
80009497	A W REHN & ASSOCIATES INC OR	7,139.89		
80009498	SPOKANE FIRE FIGHTERS BENEFI	433,720.00		
80009499	HRA VEBA TRUST	30,590.24		
80009500	WASHINGTON DENTAL SERVICE OR	49,174.29		
		4,982,356.79	116,291.47	9,725.00

CITYWIDE TOTAL: 5,105,961.18

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	ORD C34958
		Renews #	
Submitting Dept	PUBLIC WORKS & UTILITIES	Cross Ref #	
Contact Name/Phone	RICK ROMERO 625-6361	Project #	
Contact E-Mail	RROMERO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	
Agenda Item Name	4300 - EBO DIVISION COMMUNICATIONS MANAGER & CITY ENGINEER/CONTRACT MANAGER		

Agenda Wording

Amending Ordinance No. C34947 and appropriating funds in the Sewer Fund FROM: Construction of Fixed Assets, $143,440; TO: City Engineer/Contract Manager, same amount; and appropriating funds in the Public Works and Utilities Fund FROM: Interfund Other General Government, $111,540; TO: Division Communications Manager, same amount. (This action creates a Division Communications Manager and a City Engineer/Contract Manager position and eliminates two communications positions from Engineering and Regional Solid Waste System.)

Summary (Background)

These two positions will lead/coordinate work in the Integrated Clean Water Plan. The City Engineer/Contract Manager position will provide technical expertise/leadership of integrated engineering and contract management responsibilities. The Division Communications Manager position will be responsible for coordinating all communication, education/public outreach tasks. This critical project will take a holistic approach to reduce discharges into the Spokane River from stormwater and wastewater systems to create the greatest positive impact to water quality.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	ROMERO, RICK	**Study Session**	
Division Director		**Other**	PWC 1/14/2013
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	jquintrall@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO. C34958

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Public Works and Utilities Fund and Sewer Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	4370-94338	Sewer Fund	
	94000-56501-	Construction of Fixed Assets	$ 143,440
TO:	4300-43100	Sewer Fund	
	35141-08300	City Engineer/Contract Manager	109,000
	35141-52110	Social Security/Medicare	8,400
	35141-52210	Retirement	8,500
	35141-52310	Medical Insurance	13,750
	35141-52320	Dental Insurance	1,100
	35141-52330	Life Insurance	600
	35141-52340	LTD	350
	35141-52400	Industrial Insurance	65
	35141-51640	Deferred Compensation	1,650
	35141-54602	Retiree Insurance	25
			$ 143,440

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

FROM:	5200-41610	Public Works and Utilities Fund	
	99999-34919	Interfund Other General Gov't	$ 111,540
TO:	5200-41610	Public Works and Utilities Fund	
	38141-07650	Division Communications Manager	81,500
	38141-52110	Social Security/Medicare	6,300
	38141-52210	Retirement	6,400
	38141-52310	Medical Insurance	13,750
	38141-52320	Dental Insurance	1,100
	38141-52330	Life Insurance	500
	38141-52340	LTD	250
	38141-52400	Industrial Insurance	65
	35141-51640	Deferred Compensation	1,650
	35141-54602	Retiree Insurance	25
			$ 111,540

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create a Utilities Communications Director and City Engineer position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/30/2013
		Clerk's File #	ORD C34959
		Renews #	
Submitting Dept	FINANCE	Cross Ref #	
Contact Name/Phone	TIM DUNIVANT 625-6845	Project #	
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	
Agenda Item Name	0410 - ENCUMBRANCE CARRYOVER		

Agenda Wording

An ordinance carrying over from 2012 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.

Summary (Background)

An ordinance carrying over from 2012 fiscal year and re-appropriating various funds for the use of certain departments and division of the City government and appropriating various outstanding grants of the City of Spokane, and thereby amending Ordinance No. C34947, passed December 10, 2012. This action carries over budget authority for items budgeted in 2012 but not completed at year-end and appropriates various outstanding grants and capital expenditures.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	01/09/13 Finance Committee
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	tdunivant@spokanecity.org	
For the Mayor	SANDERS, THERESA	mlesesne@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing			

ORDINANCE NO. C34959

An ordinance carrying over from the 2012 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. 34947, passed December 10, 2012, and entitled “An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage”; and declaring an emergency.

WHEREAS, at the end of the 2012 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment and supplies and unfulfilled contracts for personal services, all properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2013 budget; and

WHEREAS, this ordinance has been on file three days;

NOW, THEREFORE,

The City of Spokane does ordain;

Section 1. That in the budgets of the various funds, departments and divisions the following changes be made:

TO:	DESCRIPTION	AMOUNT	DEPT TOTAL	FUND TOTAL
0100	GENERAL FUND			
0020	NONDEPARTMENTAL			
88100-13200-54203-99999	SURVEYS/STUDIES	24,643		
88100-19990-54201-99999	CONTRACTUAL SERVICES	53,760		
88100-19990-54904-99999	OTH DUES/SUBSCRIPTNS/MEMBERSHP	3,813		
88100-19990-54915-99999	LEGAL SERVICES	217,951		
88100-19990-54999-99999	OTHER MISC CHARGES	1,055		
88600-39300-54201-99999	CONTRACTUAL SERVICES	23,618		
88700-14810-54912-99999	REFUNDS	26,377		
			351,217	
0300	HUMAN SERVICES			
53010-51200-54101-99999	PROFESSIONAL CONTRACTS	3,500		
53010-51200-54201-99999	CONTRACTUAL SERVICES	49,732		
53011-51200-54201-99999	CONTRACTUAL SERVICES	10,310		
			63,542	
0320	COUNCIL			
36100-11600-54201-99999	CONTRACTUAL SERVICES	5,000		
			5,000	
0350	COMMUNITY CENTERS			
57110-57500-54201-99999	CONTRACTUAL SERVICES	2,397		
57200-74218-54201-99999	CONTRACTUAL SERVICES	11,242		
			13,639	
0370	ENGINEERING SERVICES			
41550-32100-54501-99999	OPERATING RENTALS/LEASES	4,509		
41550-94000-56404-99999	VEHICLES	55,521		
			60,030	
0380	ENTERTAINMENT FACILITIES			
52300-75280-54801-99999	REPAIRS/MAINTENANCE	14,505		
52300-94000-56301-99999	OTHER IMPROVEMENTS	29,354		
			43,859	
0440	FIRE			
35110-22300-54501-99999	OPERATING RENTALS/LEASES	286		
35120-22200-53202-99999	CLOTHING	283		
35120-22200-53303-99999	MOTOR FUEL-OUTSIDE VENDOR	265		
35120-22200-54201-99999	CONTRACTUAL SERVICES	7,005		
35120-22200-54801-99999	REPAIRS/MAINTENANCE	117		
35120-22200-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	324		
35120-22610-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	646		
35120-22620-53502-99999	MINOR EQUIPMENT	9,151		
35120-22620-54801-99999	REPAIRS/MAINTENANCE	85		
35120-22630-53502-99999	MINOR EQUIPMENT	17		
35130-22400-54501-99999	OPERATING RENTALS/LEASES	434		
35130-22501-54201-99999	CONTRACTUAL SERVICES	6,164		
35130-22501-54802-99999	BUILDING REPAIRS/MAINTENANCE	473		
35130-22502-54802-99999	BUILDING REPAIRS/MAINTENANCE	263		
35130-22503-53201-99999	OPERATING SUPPLIES	25		
35130-22503-54802-99999	BUILDING REPAIRS/MAINTENANCE	123		
35130-22507-54802-99999	BUILDING REPAIRS/MAINTENANCE	432		

35130-22508-54802-99999	BUILDING REPAIRS/MAINTENANCE	561	
35130-22509-54802-99999	BUILDING REPAIRS/MAINTENANCE	197	
35130-22511-54802-99999	BUILDING REPAIRS/MAINTENANCE	263	
35130-22513-54802-99999	BUILDING REPAIRS/MAINTENANCE	151	
35130-22514-54802-99999	BUILDING REPAIRS/MAINTENANCE	109	
35130-22515-54802-99999	BUILDING REPAIRS/MAINTENANCE	210	
35130-22516-54802-99999	BUILDING REPAIRS/MAINTENANCE	160	
35130-22517-54802-99999	BUILDING REPAIRS/MAINTENANCE	232	
35130-22518-54802-99999	BUILDING REPAIRS/MAINTENANCE	140	
35130-22536-54802-99999	BUILDING REPAIRS/MAINTENANCE	3,875	
35130-22540-54201-99999	CONTRACTUAL SERVICES	165	
35130-22550-54201-99999	CONTRACTUAL SERVICES	550	
35130-22590-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	42,930	
35140-18880-54820-99999	SOFTWARE MAINTENANCE	11,250	
35140-22100-54201-99999	CONTRACTUAL SERVICES	7,017	
35140-22100-54501-99999	OPERATING RENTALS/LEASES	398	
			94,301
0500	LEGAL		
15100-15210-53502-99999	MINOR EQUIPMENT	5,135	
15100-15210-54101-99999	PROFESSIONAL CONTRACTS	4,630	
15100-15210-54501-99999	OPERATING RENTALS/LEASES	240	
15100-15210-54802-99999	BUILDING REPAIRS/MAINTENANCE	1,029	
33200-15100-53102-99999	PUBLICATIONS	10,334	
33200-15100-53104-99999	SOFTWARE (NONCAPITALIZED)	483	
33200-15100-53502-99999	MINOR EQUIPMENT	49	
33200-15100-54101-99999	PROFESSIONAL CONTRACTS	2,655	
33200-15100-54904-99999	OTH DUES/SUBSCRIPTNS/MEMBERSHP	840	
			25,395
0520	MAYOR		
36220-11600-53104-99999	SOFTWARE (NONCAPITALIZED)	140	
36220-11600-54101-99999	PROFESSIONAL CONTRACTS	6,000	
			6,140
0550	NEIGHBORHOOD SERVICES		
53700-11200-54201-99999	CONTRACTUAL SERVICES	2,000	
			2,000
0560	MUNICIPAL COURT		
13100-12500-54901-99999	MISC SERVICES/CHARGES	2,005	
13100-12500-54909-99999	PRINTING/BINDING OS VENDOR	2,239	
13100-12500-55104-99999	PUBLIC SAFETY BUILDING RENT	125,000	
13200-12600-55121-99999	DEPT OF MOTOR VEHICLES	700	
			129,944
0650	PLANNING SERVICES		
51400-58100-53104-99999	SOFTWARE (NONCAPITALIZED)	697	
51400-58100-54201-99999	CONTRACTUAL SERVICES	20,211	
51450-58200-54201-20201	CONTRACTUAL SERVICES	13,374	
51450-58200-54201-20205	CONTRACTUAL SERVICES	2,634	
51450-58200-54201-20208	CONTRACTUAL SERVICES	6,350	
51450-58200-54201-99999	CONTRACTUAL SERVICES	330,994	
			374,260
0680	POLICE		
11100-21221-53201-99999	OPERATING SUPPLIES	3,817	

11100-21221-54501-99999	OPERATING RENTALS/LEASES	2,332	
11100-21224-54501-99999	OPERATING RENTALS/LEASES	1,466	
11100-21224-54899-99999	OTHER REPAIRS/MAINTENANCE	1,042	
11100-21235-54201-99999	CONTRACTUAL SERVICES	11,836	
11100-28100-54201-99999	CONTRACTUAL SERVICES	3,476	
11100-28100-54501-99999	OPERATING RENTALS/LEASES	2,855	
11200-21211-54501-99999	OPERATING RENTALS/LEASES	2,568	
11200-21212-54501-99999	OPERATING RENTALS/LEASES	1,579	
11200-21213-54501-99999	OPERATING RENTALS/LEASES	1,158	
11200-21231-54201-99999	CONTRACTUAL SERVICES	71	
11200-21231-54501-99999	OPERATING RENTALS/LEASES	833	
11200-21236-54501-99999	OPERATING RENTALS/LEASES	300	
11200-21500-54201-99999	CONTRACTUAL SERVICES	5,419	
11200-21910-53502-99999	MINOR EQUIPMENT	2,597	
11200-21910-54201-99999	CONTRACTUAL SERVICES	1,072	
11300-21330-53101-99999	OFFICE SUPPLIES	17	
11300-21330-54501-99999	OPERATING RENTALS/LEASES	1,358	
11300-21400-53201-99999	OPERATING SUPPLIES	103,915	
11300-21400-53502-99999	MINOR EQUIPMENT	17,810	
11300-21400-54201-99999	CONTRACTUAL SERVICES	102	
11300-21400-54501-99999	OPERATING RENTALS/LEASES	4,128	
11300-21400-54802-99999	BUILDING REPAIRS/MAINTENANCE	4,974	
11300-94000-56202-99999	BUILDING CONSTRUCTION	26,474	
11300-94000-56301-99999	OTHER IMPROVEMENTS	26,088	
11300-94000-56401-99999	MACHINERY/EQUIPMENT	15,343	
11500-21100-54101-99999	PROFESSIONAL CONTRACTS	10,000	
11500-21100-54501-99999	OPERATING RENTALS/LEASES	5,634	
11500-21215-54501-99999	OPERATING RENTALS/LEASES	2,714	
11500-21360-54501-99999	OPERATING RENTALS/LEASES	1,125	
11500-21920-53202-99999	CLOTHING	61,223	
11500-21920-54101-99999	PROFESSIONAL CONTRACTS	12,425	
11500-21920-54201-99999	CONTRACTUAL SERVICES	1,307	
11500-21920-54906-99999	LAUNDRY/SANITATION SERVICES	21,650	
11500-21930-53502-99999	MINOR EQUIPMENT	8,315	
11500-21930-54101-99999	PROFESSIONAL CONTRACTS	208	
11500-21930-54501-99999	OPERATING RENTALS/LEASES	9,078	
11500-21930-54802-99999	BUILDING REPAIRS/MAINTENANCE	2,680	
11500-21930-54820-99999	SOFTWARE MAINTENANCE	9,604	
18200-21223-54501-99999	OPERATING RENTALS/LEASES	37,027	
91133-21224-51215-99999	OVERTIME-UNIFORM	35,000	
91133-21224-53502-99999	MINOR EQUIPMENT	45,000	
91133-99999-33320-99999	DEPT OF TRANSPORTATION	-40,000	
91133-99999-33435-99999	TRAFFIC SAFETY COMMISSION	-40,000	
			425,620
0700	PUBLIC DEFENDER		
14100-12500-54101-99999	PROFESSIONAL CONTRACTS	2,550	
14100-12500-54501-99999	OPERATING RENTALS/LEASES	660	
14100-12500-54802-99999	BUILDING REPAIRS/MAINTENANCE	3,720	
			6,930
0750	ECONOMIC DEVELOPMENT		
36230-58100-54201-99999	CONTRACTUAL SERVICES	14,139	
			14,139
0770	REAL ESTATE & FACILITIES		
41520-18200-54201-99999	CONTRACTUAL SERVICES	8,000	

41520-18200-54904-99999	OTH DUES/SUBSCRIPTNS/MEMBERSHP	80		
			8,080	
0860	TREASURER			
30400-14220-54201-99999	CONTRACTUAL SERVICES	11,102		
30400-14220-54501-99999	OPERATING RENTALS/LEASES	26,039		
			37,141	
	TOTAL GENERAL FUND			1,661,237
1100	STREET FUND			
21300-28800-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	24,876		
21500-42630-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	502		
21700-42300-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	18,325		
21700-43300-54501-99999	OPERATING RENTALS/LEASES	1,167		
21800-42660-54201-99999	CONTRACTUAL SERVICES	6,264		
21800-42660-54202-99999	ADVISORY TECHNICAL SERVICE	5,530		
21800-42660-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	46,466		
21900-42500-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	6,213		
			109,343	
	TOTAL STREET FUND			109,343
1200	CODE ENFORCEMENT FUND			
58100-38148-54201-04700	CONTRACTUAL SERVICES	20,004		
58200-38148-54201-99999	CONTRACTUAL SERVICES	1,107		
58200-38148-54451-99999	ADVERTISING	5,630		
			26,741	
	TOTAL CODE ENFORCEMENT FUND			26,741
1360	MISCELLANEOUS GRANTS FUND			
93630-94000-56403-99999	CAPITALIZED SOFTWARE	1,730		
95117-58100-54201-99999	CONTRACTUAL SERVICES	90,000		
95117-99999-33442-99999	DEPT OF COMMERCE	-90,000		
			1,730	
	TOTAL MISC GRANTS FUND			1,730
1390	URBAN FORESTRY FUND			
54961-76950-54201-99999	CONTRACTUAL SERVICES	7,577		
			7,577	
	TOTAL URBAN FORESTRY FUND			7,577
1400	PARKS AND RECREATION FUND			
54100-56300-54201-99999	CONTRACTUAL SERVICES	675		
54100-75650-53201-99999	OPERATING SUPPLIES	1,486		
54200-74218-54201-99999	CONTRACTUAL SERVICES	6,056		
54300-76100-54901-99999	MISC SERVICES/CHARGES	95		
54300-76923-54201-99999	CONTRACTUAL SERVICES	180		
54300-94000-56202-99999	BUILDING CONSTRUCTION	422,436		
54300-94000-56301-99999	OTHER IMPROVEMENTS	30,839		
54400-76100-54201-99999	CONTRACTUAL SERVICES	4,488		
54400-76120-53104-99999	SOFTWARE (NONCAPITALIZED)	608		
54500-94000-56301-99999	OTHER IMPROVEMENTS	582		
54600-76820-54501-99999	OPERATING RENTALS/LEASES	105		
54600-94000-56301-99999	OTHER IMPROVEMENTS	3,885		
59001-94000-56202-99999	BUILDING CONSTRUCTION	29,676		
			501,111	
	TOTAL PARKS AND RECREATION FUND			501,111

1450	UNDER FREEWAY PARKING FUND			
22050-42650-54201-99999	CONTRACTUAL SERVICES	2,917		
22050-42650-54501-99999	OPERATING RENTALS/LEASES	3,265		
			6,182	
	TOTAL UNDER FREEWAY PARKING			6,182
1510	LAW ENFORCEMENT INFO SYS FUND			
12100-21270-54501-99999	OPERATING RENTALS/LEASES	756		
12100-21270-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	25,453		
12100-94000-56403-99999	CAPITALIZED SOFTWARE	16,737		
37400-28100-54302-99999	CELL PHONE	194		
			43,140	
	TOTAL LEIS FUND			43,140
1530	LOCAL LAW ENF BLOCK GRANT FUND			
95514-21100-53502-99999	MINOR EQUIPMENT	22,164		
95514-21100-54201-99999	CONTRACTUAL SERVICES	82,642		
95515-94000-56401-99999	MACHINERY/EQUIPMENT	70,144		
95515-99999-33316-99999	DEPT OF JUSTICE	-70,144		
			104,806	
	TOTAL LLEBG FUND			104,806
1540	HUMAN SERVICES GRANTS FUND			
53513-51200-54201-99999	CONTRACTUAL SERVICES	9,809		
53513-51500-54201-99999	CONTRACTUAL SERVICES	132,448		
53513-99999-34126-99999	RECORDING SURCHG-AFFORD HOUSNG	-66,859		
53513-99999-34127-99999	RECORDING SURCHG-HOMELESS HSNG	-75,395		
95411-51500-54201-99999	CONTRACTUAL SERVICES	484,069		
95411-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-484,059		
95412-51500-54201-99999	CONTRACTUAL SERVICES	187,989		
95412-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-187,988		
95413-51500-54201-99999	CONTRACTUAL SERVICES	77,262		
95413-99999-33442-99999	DEPT OF COMMERCE	-77,261		
95454-51500-54201-99999	CONTRACTUAL SERVICES	10,977		
95454-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-10,977		
95456-51500-54201-99999	CONTRACTUAL SERVICES	36,572		
95456-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-36,572		
95458-51500-54201-99999	CONTRACTUAL SERVICES	23,399		
95458-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-23,397		
95459-51500-54201-99999	CONTRACTUAL SERVICES	18,667		
95459-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-18,666		
95460-51500-54201-99999	CONTRACTUAL SERVICES	896,838		
95460-99999-33442-99999	DEPT OF COMMERCE	-896,838		
95470-51200-54201-99999	CONTRACTUAL SERVICES	42,459		
95470-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-42,459		
95471-51200-54201-99999	CONTRACTUAL SERVICES	135,980		
95471-99999-33114-99999	DEPT OF HOUSE/URBAN DEVELOPMT	-135,978		
			20	
	TOTAL HUMAN SERVICES GRANT			20
1560	FORFEITURES & CONTRIBUTION FND			
11100-94000-56401-99999	MACHINERY/EQUIPMENT	836		
11510-21910-53502-99999	MINOR EQUIPMENT	4,320		
11510-21910-54501-99999	OPERATING RENTALS/LEASES	2,044		
11510-21910-54899-99999	OTHER REPAIRS/MAINTENANCE	490		
17200-21211-53502-99999	MINOR EQUIPMENT	2,392		
			10,082	

	TOTAL FORFEIT & CONTRIB FUND			10,082
1590	HOTEL/MOTEL TAX FUND			
25300-57300-54201-99999	CONTRACTUAL SERVICES	5,500		
			5,500	
	TOTAL HOTEL/MOTEL TAX FUND			5,500
1600	CAPITAL IMPROVEMENT PROGRAM FD			
33200-94000-56403-99999	CAPITALIZED SOFTWARE	60,910		
			60,910	
	TOTAL CIP PROGRAM FUND			60,910
1630	COMBINED COMMUNICATIONS CENTER			
35210-22551-53202-99999	CLOTHING	185		
35210-22551-54201-99999	CONTRACTUAL SERVICES	14,499		
35210-22551-54501-99999	OPERATING RENTALS/LEASES	367		
35210-94000-56403-99999	CAPITALIZED SOFTWARE	87,976		
35210-94000-56406-99999	COMMUNICATIONS EQUIPMENT	141,302		
			244,329	
	TOTAL CCC FUND			244,329
1640	COMMUNICATIONS BLDG M&O FUND			
35351-22552-54201-99999	CONTRACTUAL SERVICES	45,312		
35351-99999-36454-99999	CONTRIBUTED CAPITAL-COUNTY	-28,587		
			16,725	
	TOTAL COMMS BLDG M&O FUND			16,725
1680	CD/HS OPERATIONS			
59002-59100-53502-99999	MINOR EQUIPMENT	1,672		
			1,672	
	TOTAL CD/HS OPERATIONS FUND			1,672
1800	WIA ADULT PROGRAMS FUND			
99053-52700-54201-99999	CONTRACTUAL SERVICES	857		
99053-99999-33317-99999	DEPT OF LABOR	-18,522		
99054-52100-53104-99999	SOFTWARE (NONCAPITALIZED)	5,262		
99054-52100-54201-99999	CONTRACTUAL SERVICES	12,404		
			1	
	TOTAL WIA ADULT PROGRAMS FUND			1
1810	WIA YOUTH PROGRAMS FUND			
99051-52100-54201-99999	CONTRACTUAL SERVICES	4,610		
99051-52100-54501-99999	OPERATING RENTALS/LEASES	112,027		
99051-99999-33317-99999	DEPT OF LABOR	-134,303		
99054-52100-53104-99999	SOFTWARE (NONCAPITALIZED)	5,262		
99054-52100-54201-99999	CONTRACTUAL SERVICES	12,406		
			2	
	TOTAL WIA YOUTH PROGRAMS FUND			2
1820	WIA DISLOCATED WORKER FUND			
99038-52700-54201-99999	CONTRACTUAL SERVICES	1,117		
99038-99999-33317-99999	DEPT OF LABOR	-18,782		
99054-52100-53104-99999	SOFTWARE (NONCAPITALIZED)	5,262		
99054-52100-54201-99999	CONTRACTUAL SERVICES	12,404		
			1	
	TOTAL WIA DISLOCATED WORKER FUND			1

1830	WIA GOVERNORS GRANT FUND			
51813-52700-54201-99999	CONTRACTUAL SERVICES	157,102		
51813-52700-55180-99999	SCHOOLS/UNIVERSITIES	21,666		
51813-99999-33773-99999	SPOKANE COMMUNITY COLLEGE	-178,766		
99029-52700-54201-99999	CONTRACTUAL SERVICES	90,511		
99029-99999-33921-99999	INDIRECT ARRA (CFDA 1XXXX)	-90,509		
99056-52700-54201-99999	CONTRACTUAL SERVICES	15,000		
99056-99999-33317-99999	DEPT OF LABOR	-15,000		
99057-52700-54201-99999	CONTRACTUAL SERVICES	350,000		
99057-99999-33317-99999	DEPT OF LABOR	-350,000		
99058-52700-54201-99999	CONTRACTUAL SERVICES	26,151		
99058-99999-33320-99999	DEPT OF TRANSPORTATION	-26,148		
99059-52700-54201-99999	CONTRACTUAL SERVICES	91,936		
99059-99999-33317-99999	DEPT OF LABOR	-91,935		
			8	
	TOTAL WIA GOVERNORS GRANT FUND			8
1840	WIA ADMINISTRATIVE COST POOL			
99053-99999-33317-99999	DEPT OF LABOR	-15,964		
99054-52100-53105-71006	NON-TRAVEL MEALS/LGHT RFRSHMT	2,064		
99054-52100-54201-71006	CONTRACTUAL SERVICES	8,999		
99054-52100-54201-71007	CONTRACTUAL SERVICES	1,044		
99054-52100-54201-99999	CONTRACTUAL SERVICES	2,386		
99054-52100-54501-99999	OPERATING RENTALS/LEASES	1,475		
			4	
	TOTAL WIA ADMINISTRATIVE COST POOL			4
1860	WIA SPECIAL PROJECTS			
99041-52100-54201-99999	CONTRACTUAL SERVICES	21,826		
99041-99999-33317-99999	DEPT OF LABOR	-21,825		
99046-52700-54201-99999	CONTRACTUAL SERVICES	12,514		
99046-99999-36720-99999	PRIVATE GRANTS	-12,513		
			2	
	TOTAL WIA SPECIAL PROJECTS FUND			2
1910	CRIMINAL JUSTICE ASSISTANCE FD			
18100-23600-55120-54911	STATE OF WASHINGTON	32,383		
18100-23600-55120-99999	STATE OF WASHINGTON	25,960		
			58,343	
	TOTAL CRIM JUSTICE ASSISTANCE FD			58,343
1940	CHANNEL FIVE EQUIPMENT RESERVE			
37330-28800-54201-99999	CONTRACTUAL SERVICES	191,152		
93731-28800-53502-99999	MINOR EQUIPMENT	25,618		
93731-94000-56406-99999	COMMUNICATIONS EQUIPMENT	260,923		
93731-94000-56412-99999	TV'S/AUDIO VISUAL EQUIPMENT	724		
			478,417	
	TOTAL CHANNEL 5 EQUIP RESERVE			478,417
1950	PARK CUMULATIVE RESERVE FUND			
54920-94000-56301-99999	OTHER IMPROVEMENTS	149,322		
54925-94000-56404-99999	VEHICLES	26,011		
			175,333	
	TOTAL PARK CUM RESERVE FUND			175,333
1970	E M S FUND			
35310-22548-54201-99999	CONTRACTUAL SERVICES	5,682		

35310-22590-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	6,073		
35310-26800-54101-99999	PROFESSIONAL CONTRACTS	1,335		
35310-26800-54201-99999	CONTRACTUAL SERVICES	59,611		
35310-26800-54501-99999	OPERATING RENTALS/LEASES	398		
35310-26800-54820-99999	SOFTWARE MAINTENANCE	11,250		
35310-94000-56404-99999	VEHICLES	84,587		
			168,936	
	TOTAL EMS FUND			168,936
1980	DEFINED CONTRIBUTION ADMIN FND			
31500-17100-54201-99999	CONTRACTUAL SERVICES	10,000		
			10,000	
	TOTAL DEFINED CONTRIBUTION ADMIN			10,000
2350	SPECIAL ASSESSMENT GUARANTY FD			
82200-19990-54999-99999	OTHER MISC CHARGES	8,871		
			8,871	
	TOTAL SPEC ASSESS GUARANTY FD			8,871
3101	IMPROVMNT PROJ COST FUND 2001			
49614-94000-56401-99999	MACHINERY/EQUIPMENT	16,612		
49616-94000-56403-99999	CAPITALIZED SOFTWARE	18,584		
			35,196	
	TOTAL IMPROV PROJ COST FUND 2001			35,196
3200	ARTERIAL STREET FUND			
49109-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	31,557		
49109-99999-39734-99999	FROM REAL ESTATE EXCISE TAX FD	-31,556		
49115-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	147		
49115-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	499,783		
49115-99999-39734-99999	FROM REAL ESTATE EXCISE TAX FD	-499,929		
49407-42800-54201-99999	CONTRACTUAL SERVICES	23,407		
49407-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	48,600		
49701-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	17,171		
49728-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	59,034		
94970-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	103,892		
94970-99999-33922-99999	INDIRECT ARRA (CFDA 2XXXX)	-103,891		
94977-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	2,452		
94977-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	388,646		
94977-99999-33320-99999	DEPT OF TRANSPORTATION	-391,096		
94990-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	209,157		
94990-99999-33320-99999	DEPT OF TRANSPORTATION	-209,156		
94991-95100-55120-99999	STATE OF WASHINGTON	13,159		
94991-95200-56102-99999	RIGHT OF WAY	145,291		
94991-95500-56501-99999	CONSTRUCTION OF FIXED ASSETS	632,387		
94991-99999-33436-99999	DEPT OF TRANSPORTATION	-790,833		
94993-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	565,138		
94993-99999-33320-99999	DEPT OF TRANSPORTATION	-565,137		
94994-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	75,667		
94994-99999-33320-99999	DEPT OF TRANSPORTATION	-75,666		
94995-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	413,996		
94995-99999-33320-99999	DEPT OF TRANSPORTATION	-413,995		
94997-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	11,617		
94997-95200-56102-99999	RIGHT OF WAY	29,734		
94997-99999-33438-99999	TRANSPORTATION IMPR BOARD	-41,350		
95007-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	793,135		
95007-99999-33320-99999	DEPT OF TRANSPORTATION	-793,134		

95011-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	169,380		
95011-99999-33320-99999	DEPT OF TRANSPORTATION	-169,379		
95020-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	55,488		
95020-99999-33320-99999	DEPT OF TRANSPORTATION	-55,487		
95021-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	56,979		
95021-99999-33436-99999	DEPT OF TRANSPORTATION	-56,978		
95022-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	73,046		
95022-99999-33469-99999	OTHER STATE AGENCIES	-73,044		
95023-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	6,073		
95023-99999-33469-99999	OTHER STATE AGENCIES	-6,072		
95032-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	2,030		
95034-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	4,664		
95035-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	106,743		
95035-99999-33320-99999	DEPT OF TRANSPORTATION	-106,742		
95037-42800-54201-99999	CONTRACTUAL SERVICES	6,171		
95038-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	107,969		
95038-99999-33436-99999	DEPT OF TRANSPORTATION	-107,968		
95040-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	63,107		
95040-99999-33436-99999	DEPT OF TRANSPORTATION	-63,106		
95041-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	194,832		
95041-99999-33320-99999	DEPT OF TRANSPORTATION	-194,831		
95042-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	474,201		
95042-99999-33436-99999	DEPT OF TRANSPORTATION	-474,200		
			161,103	
	TOTAL ARTERIAL STREET FUND			161,103
3408	CAPITAL IMPRNMNTS - 2008 PARKS			
54100-94000-56401-99999	MACHINERY/EQUIPMENT	4,180		
54100-94000-56408-99999	OFFICE FURNITURE/EQUIPMENT	78,018		
54100-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	703,636		
54500-94000-56301-99999	OTHER IMPROVEMENTS	58,698		
			844,532	
	TOTAL CIP - 2008 PARKS			844,532
3495	CAPITAL IMPROVEMENTS 1995			
49552-94000-56104-99999	MISC IMPROVEMENT NONBUILDINGS	51,898		
			51,898	
	TOTAL CIP 1995 FUND			51,898
3499	CAPITAL IMPROVEMENTS 1999			
49592-94000-56301-99999	OTHER IMPROVEMENTS	159,207		
49593-94000-56203-99999	BUILDING IMPROVEMENTS	1,246		
49595-94000-56404-99999	VEHICLES	145,402		
			305,855	
	TOTAL CIP 1999 FUND			305,855
4100	WATER DIVISION			
42100-34145-54801-99999	REPAIRS/MAINTENANCE	105		
42100-34145-54809-99999	PAVING REPAIRS/MAINTENANCE	93,468		
42100-34145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	114,593		
42100-34148-53104-99999	SOFTWARE (NONCAPITALIZED)	105		
42100-34148-53502-99999	MINOR EQUIPMENT	9,456		
42100-34148-54201-99999	CONTRACTUAL SERVICES	48,689		
42100-94000-56101-99999	LAND ACQUISITION	29,524		
42300-94000-56501-15712	CONSTRUCTION OF FIXED ASSETS	1,061,504		
94304-34148-54201-12490	CONTRACTUAL SERVICES	7,170		
			1,364,614	

	TOTAL WATER DIVISION			1,364,614
4110	HYDROELECTRIC DIVISION			
42200-33145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	2,009		
42200-33145-54805-99999	STRUCTURE REPAIRS/MAINTENANCE	5,490		
42200-33145-54898-15714	COMPL MAINTENANCE EXPENSE WO	93,092		
42200-33148-53201-99999	OPERATING SUPPLIES	52,446		
42200-33148-53203-99999	CHEMICAL/LAB SUPPLIES	12,678		
42200-33148-53501-99999	SMALL TOOLS	13,434		
42200-33148-54201-99999	CONTRACTUAL SERVICES	11,500		
42200-33148-54802-99999	BUILDING REPAIRS/MAINTENANCE	24,033		
42200-94000-56401-99999	MACHINERY/EQUIPMENT	223,733		
			438,415	
	TOTAL HYDROELECTRIC DIVISION			438,415
4300	SEWER FUND			
4310	SEWER MAINTENANCE DIVISION			
43100-35141-54101-99999	PROFESSIONAL CONTRACTS	605		
43100-35141-54501-99999	OPERATING RENTALS/LEASES	171		
43100-35145-53203-99999	CHEMICAL/LAB SUPPLIES	4,932		
43100-35145-53503-99999	MINOR SAFETY EQUIPMENT	282		
43100-35145-54899-99999	OTHER REPAIRS/MAINTENANCE	28,939		
43100-94000-56401-99999	MACHINERY/EQUIPMENT	8,750		
43100-94000-56405-99999	HEAVY DUTY WORK EQUIPMENT	893,411		
			937,090	
4320	ADVANCED WASTEWATER TRTMT PLNT			
43200-35141-54101-99999	PROFESSIONAL CONTRACTS	8,091		
43200-35141-54901-99999	MISC SERVICES/CHARGES	1,000		
43200-35145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	16,427		
43201-35141-54501-99999	OPERATING RENTALS/LEASES	2,107		
43201-35145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	2,506		
43201-35145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	5,076		
43201-35148-53502-99999	MINOR EQUIPMENT	927		
43201-35148-54501-99999	OPERATING RENTALS/LEASES	204		
43201-94000-56404-99999	VEHICLES	22,501		
43230-35145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	485,464		
43230-35145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	138,770		
43230-35145-54899-99999	OTHER REPAIRS/MAINTENANCE	35,328		
43240-35145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	18,000		
43240-94000-56401-99999	MACHINERY/EQUIPMENT	424,177		
43250-35145-53502-99999	MINOR EQUIPMENT	3,307		
43250-35145-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	1,147		
43260-35145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	832		
43260-35148-53203-99999	CHEMICAL/LAB SUPPLIES	4,558		
43260-35148-54101-99999	PROFESSIONAL CONTRACTS	24,057		
			1,194,479	
4370	SEWER CONSTRUCTION FUND			
43101-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	997,544		
43354-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	160,844		
43386-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	2,124		
43408-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	748,414		
43414-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	165,368		
43416-94000-56501-10033	CONSTRUCTION OF FIXED ASSETS	24,265		
43416-94000-56501-10034	CONSTRUCTION OF FIXED ASSETS	9,973		

43416-94000-56501-10038	CONSTRUCTION OF FIXED ASSETS	561,335		
43416-94000-56501-10041	CONSTRUCTION OF FIXED ASSETS	6,221		
43416-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	4,446,003		
43421-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	136,564		
49461-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	299,513		
94306-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	5,096		
94310-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	1,530,507		
94312-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	254,734		
94314-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	500,000		
94329-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	134,393		
94341-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	9,961		
94345-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	8,200		
94346-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	55,987		
94348-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	5,111		
			10,062,157	
	TOTAL SEWER FUND			12,193,726
4500	SOLID WASTE MANAGEMENT			
44200-37148-53502-99999	MINOR EQUIPMENT	252		
44200-37148-54101-99999	PROFESSIONAL CONTRACTS	14,313		
44200-37148-54201-99999	CONTRACTUAL SERVICES	3,045		
44200-37148-54902-99999	REGISTRATION/SCHOOLING	574		
44200-94000-56401-99999	MACHINERY/EQUIPMENT	39,605		
44400-37080-55119-99999	SPOKANE COUNTY MISC SERVICES	3,545		
44400-37145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	25,707		
44400-37148-54201-99999	CONTRACTUAL SERVICES	19,165		
44400-37148-54501-99999	OPERATING RENTALS/LEASES	945		
44500-37148-54704-99999	HAZARDOUS WASTE DISPOSAL	50,148		
44800-37148-54201-99999	CONTRACTUAL SERVICES	22,544		
44850-37080-55124-99999	WA STATE DOE	613		
44850-37148-54201-99999	CONTRACTUAL SERVICES	48,602		
44850-94000-56104-99999	MISC IMPROVEMENT NONBUILDINGS	46,666		
45100-37145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	6,651		
45100-37148-53201-99999	OPERATING SUPPLIES	2,359		
45100-37148-53502-99999	MINOR EQUIPMENT	10,345		
45100-37148-54201-99999	CONTRACTUAL SERVICES	1,813		
45100-37148-54902-99999	REGISTRATION/SCHOOLING	2,416		
45100-94000-56401-99999	MACHINERY/EQUIPMENT	69,920		
45100-94000-56404-99999	VEHICLES	2,158,477		
45600-37148-54101-99999	PROFESSIONAL CONTRACTS	19,232		
45600-37148-54201-99999	CONTRACTUAL SERVICES	17,135		
45700-37148-54201-99999	CONTRACTUAL SERVICES	4,756		
			2,568,828	
	TOTAL SOLID WASTE MANAGEMENT			2,568,828
4490	SOLID WASTE DISPOSAL CONS FUND			
44100-37148-54101-99999	PROFESSIONAL CONTRACTS	1,163,513		
44100-37148-54201-99999	CONTRACTUAL SERVICES	30,000		
44100-37148-54211-99999	WHEELABRATOR SPOKANE, INC	3,205,269		
44100-37148-54501-99999	OPERATING RENTALS/LEASES	3,172		
44100-37148-54702-99999	UTILITY LIGHT/POWER SERVICE	290,665		
44100-37148-54706-99999	UTILITY NATURAL GAS	472,855		
44100-37148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	341		
44100-94000-56301-99999	OTHER IMPROVEMENTS	3,512		
44100-94000-56401-99999	MACHINERY/EQUIPMENT	629,021		
44200-37167-53201-99999	OPERATING SUPPLIES	761		
44200-37167-53502-99999	MINOR EQUIPMENT	265		

44200-37167-54201-99999	CONTRACTUAL SERVICES	78,324		
44200-37167-54451-99999	ADVERTISING	3,576		
44300-37148-54201-99999	CONTRACTUAL SERVICES	697,855		
44400-94000-56301-99999	OTHER IMPROVEMENTS	32,748		
44600-37148-54201-99999	CONTRACTUAL SERVICES	5,385,209		
44700-37177-54101-99999	PROFESSIONAL CONTRACTS	251,646		
44700-37177-54201-99999	CONTRACTUAL SERVICES	24,052		
44700-37177-54501-99999	OPERATING RENTALS/LEASES	69		
94409-37080-55201-99999	IG PAYMENT FROM FED/STATE/LOCL	26,727		
			12,299,580	
	TOTAL SOLID WASTE DISPOSAL			12,299,580
4600	GOLF FUND			
55200-76680-54101-99999	PROFESSIONAL CONTRACTS	941		
55200-76680-54201-99999	CONTRACTUAL SERVICES	824		
55300-76680-54101-99999	PROFESSIONAL CONTRACTS	6,416		
55300-76680-54201-99999	CONTRACTUAL SERVICES	942		
55400-76680-54201-99999	CONTRACTUAL SERVICES	329		
55500-76680-54201-99999	CONTRACTUAL SERVICES	594		
			10,046	
	TOTAL GOLF FUND			10,046
4700	BLDG SERVICES			
41300-24100-53210-99999	REPAIR & MAINTENANCE SUPPLIES	206		
41300-94000-56203-99999	BUILDING IMPROVEMENTS	27,408		
			27,614	
	TOTAL BUILDING SERVICES FUND			27,614
5100	FLEET SERVICES FUND			
71100-48750-54850-55660	OTHER REPAIRS/MAINT SUPPLIES	3,600		
71100-48750-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	415		
71300-48750-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	10,055		
71400-48100-54101-99999	PROFESSIONAL CONTRACTS	7,594		
71400-48100-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	9,594		
71400-48100-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	100		
71400-48750-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	2,100		
71400-48750-54850-55660	OTHER REPAIRS/MAINT SUPPLIES	14,693		
71500-48100-54501-99999	OPERATING RENTALS/LEASES	310		
71500-48750-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	3,100		
71500-48750-54850-55660	OTHER REPAIRS/MAINT SUPPLIES	11,545		
71500-48750-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	500		
71600-48100-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	4,756		
			68,362	
	TOTAL FLEET SERVICES FUND			68,362
5110	FLEET SVCS EQUIP REPL FUND			
71400-94000-56413-99999	RENTAL EQUIPMENT	18,176		
			18,176	
	TOTAL FLEET REPLACEMENT FUND			18,176
5200	PUBLIC WORKS AND UTILITIES			
72700-38141-53502-99999	MINOR EQUIPMENT	119		
72700-38141-54909-99999	PRINTING/BINDING OS VENDOR	299		
72700-94000-56409-99999	COMPUTER/MICRO EQUIPMENT	20,208		
			20,626	
	TOTAL PUBLIC WORKS & UTILITIES			20,626

5300	MIS FUND			
41630-18850-54820-99999	SOFTWARE MAINTENANCE	3,920		
73100-18850-54820-99999	SOFTWARE MAINTENANCE	38		
73100-18880-54201-99999	CONTRACTUAL SERVICES	19,564		
73200-18880-54301-99999	TELEPHONE	73,607		
73200-18880-54501-99999	OPERATING RENTALS/LEASES	3,520		
73300-18850-54820-99999	SOFTWARE MAINTENANCE	151,571		
73320-18850-54820-99999	SOFTWARE MAINTENANCE	39,237		
73400-18880-53502-99999	MINOR EQUIPMENT	72,470		
73400-18880-54202-99999	ADVISORY TECHNICAL SERVICE	45,367		
73450-18850-54820-99999	SOFTWARE MAINTENANCE	6,414		
73500-18850-54804-99999	HARDWARE MAINTENANCE	4,653		
73500-18850-54820-99999	SOFTWARE MAINTENANCE	27,701		
73500-18880-53502-99999	MINOR EQUIPMENT	81,130		
73500-18880-54202-99999	ADVISORY TECHNICAL SERVICE	3,458		
73500-18880-54501-99999	OPERATING RENTALS/LEASES	50,460		
73600-18850-54820-99999	SOFTWARE MAINTENANCE	2		
73600-18880-54202-99999	ADVISORY TECHNICAL SERVICE	4,647		
73600-18880-54501-99999	OPERATING RENTALS/LEASES	1,760		
73800-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	3,688		
74050-18780-53201-99999	OPERATING SUPPLIES	1,399		
74050-18780-54501-99999	OPERATING RENTALS/LEASES	6,944		
			601,550	
	TOTAL MIS FUND			601,550
5310	MIS CAPITAL REPLACEMENT FUND			
73100-94000-56305-99999	FIBER OPTICS	40,159		
73100-94000-56403-99999	CAPITALIZED SOFTWARE	86,201		
73100-94000-56409-99999	COMPUTER/MICRO EQUIPMENT	263,592		
			389,952	
	TOTAL MIS REPLACEMENT FUND			389,952
5600	ACCOUNTING SERVICES			
76100-14230-54909-99999	PRINTING/BINDING OS VENDOR	2,210		
			2,210	
	TOTAL ACCOUNTING SERVICES FUND			2,210
5800	RISK MANAGEMENT FUND			
78100-14710-54620-99999	INSURANCE ADMINISTRATION	21,506		
78900-14710-54620-99999	INSURANCE ADMINISTRATION	889		
			22,395	
	TOTAL RISK MGMT FUND			22,395
5810	WORKERS' COMPENSATION FUND			
78300-17610-54201-99999	CONTRACTUAL SERVICES	8,950		
78500-17610-54101-99999	PROFESSIONAL CONTRACTS	4,094		
78500-17670-54202-99999	ADVISORY TECHNICAL SERVICE	19,677		
			32,721	
	TOTAL WORKER'S COMP FUND			32,721
5820	UNEMPLOYMENT COMPENSATION FUND			
78600-17710-54620-99999	INSURANCE ADMINISTRATION	2,250		
			2,250	
	TOTAL UNEMPLOYMENT COMP FUND			2,250
5830	EMPLOYEES BENEFITS FUND			
78710-17310-54620-99999	INSURANCE ADMINISTRATION	65,889		

78776-17910-54201-99999	CONTRACTUAL SERVICES	4,624		
			70,513	
	TOTAL EMPLOYEES BENEFIT FUND			70,513
5900	ASSET MANAGEMENT FUND OPS			
30700-14500-54802-99999	BUILDING REPAIRS/MAINTENANCE	15,116		
30700-14500-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	3,914		
			19,030	
	TOTAL ASSET MANAGEMENT FUND			19,030
6730	PARKING & BUSINESS IMPROV DIST			
25400-14240-54201-99999	CONTRACTUAL SERVICES	151,143		
			151,143	
	TOTAL PBIA FUND			151,143
6785	TRANSPORTATION BENEFIT DIST			
49804-42800-54201-99999	CONTRACTUAL SERVICES	171,765		
49805-42800-54201-99999	CONTRACTUAL SERVICES	50,022		
49806-42800-54201-99999	CONTRACTUAL SERVICES	59,266		
49807-42800-54201-99999	CONTRACTUAL SERVICES	21,252		
			302,305	
	TOTAL TBD			302,305
				35,703,663

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	RES 2013-0006
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	BRUCE COX 625-6231	Project #	
Contact E-Mail	BCOX@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	PAID THRU CLAIMS
Agenda Item Name	RESOLUTION APPROVING SETTLEMENT		

Agenda Wording

Resolution approving settlement of Elizabeth and Michael Haller v. City of Spokane, Spokane County Superior Court No. 07-2-00960-9, arising out of an incident on May 23, 2005.

Summary (Background)

This claim was resolved through mediation.

Fiscal Impact		Budget Account
Expense	$ 110,000.00	# 5800-78100-14780-54601
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BURNS, BARBARA	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdhansen@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2013-0006

RESOLUTION RE SETTLEMENT OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is named as a defendant in litigation brought in the Spokane County Superior Court under the caption "*Elizabeth Haller and Michael Haller, Plaintiff, v. City of Spokane, et. al., Defendants,"* cause No. 07-2-00960-9, arising out of actions and/or omissions which occurred on May 23, 2005 in the City of Spokane, as more fully described in the Complaint filed in said cause; and

WHEREAS, Plaintiffs' claim injury as a result of negligence by the City of Spokane; and

WHEREAS, the City of Spokane has determined to resolve all differences with the Plaintiffs and any third parties who may claim a subrogated interest against the Defendant for a payment of $110,000.00 total monies, and Plaintiffs have agreed to accept said payment and in return to dismiss with prejudice their claim against this Defendant.

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

That payment be made in the amount of $110,000.00 to Plaintiffs and their counsel, without admission of fault or liability, as a settlement and compromise of the above-referenced litigation, in return for dismissal with prejudice and without costs of said litigation, and a signed release fully extinguishing all claims by Plaintiffs in connection with the case and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said case and claim.

PASSED the City Council this _____ day of _____, 2013.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	RES 2013-0007
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	SALVATORE J. FAGGIANO 625-6818	Project #	
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	RESOLUTION APPROVING SETTLEMENT.		

Agenda Wording

Resolution approving settlement of Holly Ciccarello v. Craig Larsen d/b/a JimmyZ, Joel & Jon, LLC, and the City of Spokane, Spokane County Superior Court Cause No. 11-2-01899-1, arising out of an incident on May 17, 2008.

Summary (Background)

This claim was settled through mediation.

Fiscal Impact		Budget Account
Expense	$ 58, 500	# 5800-78100-14780-54601
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BURNS, BARBARA	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sfaggiano@spokanecity.org	
For the Mayor	SANDERS, THERESA	dstragier@spokanecity.org	
Additional Approvals			
Purchasing			

RESOLUTION RE SETTLEMENT OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is a defendant in litigation brought in the Spokane County Superior Court under the caption "Holly Ciccarello, Plaintiff, v. Craig Larsen d/b/a JimmyZ, a Washington business entity; Joel & Jon, LLC, a Washington business entity; The City of Spokane, a state of Washington municipality, and Does 1 through 10, Defendants," Cause No. 11-2-01899-1, arising out of an incident on May 17, 2008, in the City of Spokane, as more fully described in the Complaint filed in said cause, and

WHEREAS, the City has determined to resolve all claims with Plaintiff and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of FIFTY EIGHT THOUSAND FIVE HUNDRED DOLLARS ($58,500.00).

WHEREAS, Plaintiff has agreed to accept said payment and in return to dismiss with prejudice her underlying lawsuit and any and all claims against the City defendants.

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

1. The City of Spokane authorizes that payment in the amount of FIFTY EIGHT THOUSAND FIVE HUNDRED and NO/100 DOLLARS ($58,500.00), to be paid to plaintiff and her counsel, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiff will dismiss the underlying lawsuit with prejudice and without costs of said litigation, and provide a signed release fully extinguishing all claims by plaintiff in connection with the case and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said case and claim.

PASSED the City Council this _____ day of _____, 2013.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 02/04/2013		**Date Rec'd**	1/23/2013
		Clerk's File #	RES 2013-0008
		Renews #	
Submitting Dept	AIRPORTS	**Cross Ref #**	
Contact Name/Phone	JUDY GIFFORD 455-6415	**Project #**	
Contact E-Mail	JUDYG@SPOKANEAIRPORTS.NET	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	CITY-COUNTY JOINT RESOLUTION AUTHORIZING SALE OF AIRPORT BUILDINGS		

Agenda Wording

Resolution authorizing the Airport Board to sell Buildings 4 and 5 identified as Spokane County Assessor Parcels 35115.0202 and 35122.0013.

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airports Joint Operation Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property. The Airport Board approved at its regularly scheduled meeting held January 23, 2013, the sale of Buildings 4 and 5 located at Felts Field Airport to Spokane Turbine Center for $280,000.

Fiscal Impact		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	PFISTER, TERRI	Study Session	
Division Director	HESS, DEENA	Other	
Finance	LESESNE, MICHELE	**Distribution List**	
Legal	BURNS, BARBARA	judyg@spokaneairports.net	
For the Mayor	SANDERS, THERESA	jthielemann@spoakneairports.net	
Additional Approvals			
Purchasing			

City: OPR_____
Resolution No. 2013-0008

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON

IN THE MATTER OF AUTHORIZING THE AIRPORT BOARD TO SELL BUILDINGS 4 AND 5 IDENTIFIED AS SPOKANE COUNTY ASSESSOR PARCELS 35115.0202 AND 35122.0013	)))))	JOINT RESOLUTION

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County") , by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated August 28, 1990 ("Agreement") to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park; and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of Buildings 4 and 5 ("Property") located at Felts Field Airport on Spokane County Assessor Tax Parcels #35115.0202 and #35122.0013, to Spokane Turbine Center; and

WHEREAS, the Airport Board had an appraisal done to determine current fair market value; and

WHEREAS, Spokane Turbine Center has agreed to purchase the Property in the amount of Two Hundred Eighty Thousand ($280,000) Dollars.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell Buildings 4 and 5 located on property identified as Spokane County Assessor's Tax Parcels #35115.0202 and #35122.0013 situated in Spokane County, Washington, at no cost, expense, or liability to either Spokane County or the City of Spokane;

2. That Spokane Turbine Center shall enter into a Fifty (50) year land lease agreement for Spokane County Assessor Tax Parcels #35115.0202 and #35122.0013 and per its terms, upon expiration of the lease agreement, the Property (Buildings 4 and 5) shall vest in Spokane County and the City of Spokane, as tenants in common; and

3. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property located on Parcels #35115.0202 and #35122.0013.

ADOPTED by the Spokane City Council this _____ day of _____, 2013.

_____
Terri L. Pfister, City Clerk

Approved as to form:

_____
Assistant City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____ day of

_____, 2013.

_____
Shelly O'Quinn, Chair

ATTEST:

_____
Al French, Commissioner

_____
Daniela Erickson
Clerk of the Board

_____
Todd Mielke, Commissioner

BLDGS 4 & 5

DATE: 12/12/12

SHEET 1 OF 1

9000 West Airport Dr., Ste. 204
Spokane, WA 99224

J:\120077\Acaddwg\Sheets\Exhibits\Assignment 12-203-LeaseExhbSTCBlds 4-5-6\120077-C-LargeAerial-Lease-4-5-6.dwg, 12/13/2012 3:08:28 PM, Thompson, Zach, DWG To PDF.pc3

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	RES 2013-0009
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	STEVE SALVATORI 625-6715	Project #	
Contact E-Mail	SSALVATORI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	CITY'S EMERGENCY MEDICAL RESPONSE PROCEDURES BY THE FIRE DEPARTMENT		

Agenda Wording

A resolution regarding the City's emergency medical response procedures by the Fire Department.

Summary (Background)

The City Council desires to examine issues pertaining to emergency medical response procedures by the Fire Department relating to response times, equipment, and deployment strategies.This resolution sets forth a request by the City Council that the City Administration convene an independent task force to study options and make recommendations for a 20 year comprehensive plan that would reduce response time for medical calls including transport, while maintaining or improving current fire respo

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	STUCKART, BEN	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Resolution No. 2013-0009

A resolution regarding the City's emergency medical response procedures by the Fire Department.

WHEREAS, the top priority of the City is to provide the best possible level of public safety to its citizens; and

WHEREAS, the number of responses to medical emergencies have continued to climb, now accounting for almost 80% of Fire Department dispatches; and

WHEREAS, shorter response times to medical emergencies would save lives; and

WHEREAS, using large ladder and pumper trucks to respond to medical calls may increase fuel costs and may not be an efficient use of expensive capital equipment, while the use of smaller emergency medical vehicles may shorten response time and provide greater flexibility in deployment of emergency medical personnel; and

WHEREAS, even small reductions in response times to medical calls significantly increase positive outcomes in medical emergencies; and

WHEREAS; the transport time required to move a patient to a hospital emergency room can be just as critical as the initial response, and is an integral part of the EMS system; and

WHEREAS, analysis of response times, equipment, and deployment strategies may offer major opportunities to save lives and improve utilization of city assets.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that the City Council requests the City Administration convene an independent task force to study options and make recommendations for a 20 year comprehensive plan that would reduce response time for medical calls including transport, while maintaining or improving current fire response standards, and increase system efficiency.

ADOPTED by the City Council _____, 2013.

_____
City Clerk

Approved as to form:

_____

Assistant City Attorney

Agenda Sheet for City Council Meeting of: 02/04/2013		**Date Rec'd**	1/23/2013
		Clerk's File #	RES 2013-0010
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	BEN STUCKART 625.6258	**Project #**	
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0320 JUSTICE SYSTEM REFORM		

Agenda Wording

A resolution regarding the City Council's support for the establishment and goals of the Regional Commission for Justice System Reform and concurrence in the appointment of the members of the Commission.

Summary (Background)

In July of 2012, the City and Spokane County entered into a Memorandum of Understanding regarding criminal justice reforms and detention services with the goal of working together on a larger plan for improved services, savings and efficiencies. In the fall of 2012, the City and County announced joint plans to review the community's entire criminal justice system for opportunities for collaboration, coordination and efficiencies.

Fiscal Impact		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	**Distribution List**	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2013 - 0010

A resolution regarding the City Council's support for the establishment and goals of the Regional Commission for Justice System Reform and concurrence in the appointment of the members of the Commission.

WHEREAS, in recognizing that local government can no longer afford to continue performing duplicative services, the City and County commit to work together to first research and then implement efficiencies through collaborations and consolidations, within prioritized elements of the Criminal Justice System, with the objectives of realizing long-term savings and improved delivery of justice; and

WHEREAS, in July of 2012, the City and County adopted a memorandum of understanding (MOU) regarding criminal justice reforms and detention services. The MOU says the City and County will work together on a larger plan for improved services, savings and efficiencies. The jurisdictions outlined their process at the end of September of 2012; and

WHEREAS, in the fall of 2012, the City and County announced joint plans to review the community's entire criminal justice system for opportunities for collaboration, coordination, and efficiencies. The jurisdictions are working toward realizing long-term savings, improving the delivery of justice, reducing recidivism, improving the outcomes for victims and offenders and increased public safety. Citizen support already is forming around these ideas, with the Smart Justice Campaign advocating for similar reforms; and

WHEREAS, the joint commitment to this broader, more holistic approach to the community's criminal justice system developed last year out of a discussion on the issue of jail costs that was designed to accommodate an expected loss of City prisoners in the County jail system and to address inadequate and aging incarceration facilities at Geiger Corrections Center; and

WHEREAS, Spokane County has been working for some time to implement reforms in the Spokane's criminal justice system, including the addition of community corrections programs and intense evaluation of how prisoners should be housed in the future. The County has identified evidence based alternatives-to-incarceration and policy changes that could reduce the jail population; and

WHEREAS, the Regional Commission for Justice System Reform was formed by the City of Spokane and Spokane County to lead work designed to evolve the community's criminal justice system for the future. The Regional Commission for Justice System Reform will oversee public and stakeholder involvement in an open and transparent ~~the~~ process and will guide the progression of the work; and

WHEREAS, the City of Spokane, through the authority of the Mayor, and the Spokane County Commissioners named the following citizens to the Regional Commission for Justice System Reform:

- James McDevitt, former U.S. Attorney from the Eastern District of Washington. Mr. McDevitt served two terms in that role. He also worked as an attorney with the private firm K&L Gates and earlier served with distinction in the U.S. Air Force.
- Judge James Murphy, retired Spokane County Superior Court Judge. After retirement, Judge Murphy ran a mediation service with retired Judge Michael Donahue.
- Philip "Dutch" Wetzel, a long-time private attorney in Spokane, with an emphasis on criminal defense representation. He is also a former member of the Spokane County Bar Association Board of Trustees.

WHEREAS, City and county officials believe the work will lead to better outcomes in the justice system, including greater use of alternatives to incarceration, reduced recidivism, and offenders who are better prepared to reintegrate into the community and get jobs. At the same time, they are hopeful that enough savings can be generated to reduce daily incarceration rates at the jail and to finance the development of a multi-jurisdictional community corrections facility that would offset some of the costs to replace Geiger and include additional alternatives-to-incarceration programs; and

WHEREAS, the important deliberations should use a smart justice lens. Such a lens requires focusing on the person, not the crime, matching the person's risk and needs with appropriate alternatives-to-incarceration that reduce recidivism and reduce costs, and monitoring such programs to ensure effectiveness. This lens should include paying particular attention to victims' needs as well as racial, economic and other disparities with the criminal justice system; and

WHEREAS, administrators from both the City and County have outlined a plan that will look at the entire criminal justice system everything from community based programs to jails and prosecution to public defense and courts to probation. They are working to find funding to jointly hire an executive-level position to staff the commission, manage the project, and oversee its implementation.

NOW, THEREFORE, BE IT RESOLVED BYTHE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council supports the establishment and goals of the Regional Commission for Justice System Reform and concurrence in the appointment of the members of the Commission.

ADOPTED by the City Council _____, 2013.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/24/2013
		Clerk's File #	RES 2013-0011
		Renews #	
Submitting Dept	PLANNING SERVICES	Cross Ref #	
Contact Name/Phone	JO ANNE WRIGHT 6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	COMPREHENSIVE PLAN REVIEW AND UPDATE PUBLIC PARTICIPATION PLAN		

Agenda Wording

Resolution approving the Public Participation Plan for the Comprehensive Plan Review and Update.

Summary (Background)

The City is undertaking a major periodic review of the Comprehensive Plan as required by the Washington State Growth Management Act (GMA). The GMA requires local governments to develop a Public Participation Plan (Plan) for early and continuous public participation. The Plan shall provide information to assist the public in understanding issues and provide opportunities for the public to contribute ideas and provide feedback to staff and appointed and elected officials.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	QUINTRALL, JAN	Other	PCED
Finance	BUSTOS, KIM	Distribution List	
Legal	BURNS, BARBARA	schesney@spokanecity.org	
For the Mayor	SANDERS, THERESA	lmeuler@spokanecity.org	
Additional Approvals			
Purchasing			

RESOLUTION NO. 2013-0011

A RESOLUTION ADOPTING A PUBLIC PARTICIPATION PLAN FOR THE CITY OF SPOKANE COMPREHENSIVE PLAN REVIEW AND UPDATE

WHEREAS, the Washington State Legislature passed the Growth Management Act (RCW 36.70A) in 1990 requiring, among other things, early and continuous public participation; and

WHEREAS, the City of Spokane adopted the Comprehensive Plan in 2001 containing a set of goals, policies, maps, illustrations, and implementation strategies that state how the city should grow physically, socially, and economically.; and

WHEREAS, the City of Spokane will be completing a review and update to the Comprehensive Plan, as required by WAC 36.70A; and

WHEREAS, periodic review and update of the City's Comprehensive Plan provides the City with the opportunity to reconsider and evaluate local needs, incorporate current laws and new data, correct errors, and/or clarify intent; and

WHEREAS, the Planning and Development Department has prepared a Public Participation Plan to establish how the City will engage the public during the course of the Comprehensive Plan Review and Update; and

WHEREAS, the Public Participation Plan developed for the Comprehensive Plan Review and Update shall provide information to assist the public in understanding issues, seek early and continuous involvement of all citizens, and provide opportunities for the public to contribute ideas and provide feedback to staff and appointed and elected officials; and

WHEREAS, successful and meaningful public participation can only be assured through a public education effort where the issues and complexities of planning can be simply explained and openly discussed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE THAT IT HEREBY ADOPTS the Public Participation Plan for the Comprehensive Plan Review and Update.

ADOPTED by the City Council this_____ day of _____, 2013.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City of Spokane Comprehensive Plan Review and Update

Public Participation Plan

INTRODUCTION

The City of Spokane is undertaking a major periodic review of the Comprehensive Plan as required by the Washington State Growth Management Act (GMA). GMA requires local governments to develop a public participation plan. (Revised Code of Washington [RCW] 36.70.A. 140). This Public Participation Plan (Plan) addresses how the City will meet the requirements for early and continuous public participation.

In addition to complying with the GMA, periodic review and update of the City's Comprehensive Plan and development regulations provides the City with the opportunity to reconsider and evaluate local needs, incorporate current laws and new data, correct errors, and/or clarify intent.

GOALS

The goals of this Plan are to:

- Provide information to assist the public in understanding issues
- Seek early and continuous involvement of all citizens
- Provide opportunities for the public to contribute ideas and provide feedback to staff and appointed and elected officials
- Make the process accessible and engaging to interested citizens

SCHEDULE

The review began in mid 2012 and will continue for approximately two years. It will conclude when the City Council adopts the revised Comprehensive Plan and any associated development regulations.

Step 1	Determine Extent of Update, Develop Public Participation Plan	Summer – Fall 2012
Step 2	Review and Analyze GMA Requirements and Compliance	Summer – Fall 2012
Step 3	Evaluate Status of Comprehensive Plan and Implementation	Fall 2012 – Fall 2013
Step 4	Develop Alternatives and Draft Amendments as Needed	Fall 2013
Step 5	Final Recommended Plan Review and Adoption	Winter – Summer 2014

METHODS

The objective of this Plan is to establish how the City will engage the public during the course of the review. The Plan includes multiple strategies to encourage and facilitate widespread community participation, although participation methods used for each step may vary. This Plan may be reviewed and refined as the review progresses.

Open Houses, Workshops, Other Public Meetings

Community open house meetings, workshops with key community or stakeholder groups, or any additional relevant public meeting(s) will be held at key points during the process to inform and provide opportunities for public comment. General notice of the time and place of the public meetings will be provided through standard notice procedures, such as emails and newspaper notices.

Focus Groups, Advisory Committee(s)

Focus Groups and/or an Advisory Committee will provide feedback to staff on proposed changes to goals, policies, and any relevant regulations.

Plan Commission Workshops

The City of Spokane Plan Commission will hold public workshops throughout the review process. Meetings times are posted on the Plan Commission web page on the City of Spokane Planning and Development Services website at www.spokaneplanning.org.

City Council Briefings

The Council will periodically review and discuss the review process at their Planning, Community, and Economic Development (PCED) meetings, held every first and third Monday at 11:00 a.m. in the Fifth Floor Conference Room at City Hall. In addition, briefings may be scheduled for Council Study Sessions, which are held every Thursday at 3:30 in the City Council Briefing Center.

Plan Commission Hearing(s)

The City Plan Commission will conduct one or more public hearings to gather and consider public comment on the update proposals before they make a recommendation to the City Council. The City Plan Commission will forward their findings and recommendations to the City Council for their consideration.

City Council Hearing(s)

The City Council will conduct at least one public hearing to gather and consider public input on the proposed amendments recommended by the Plan Commission. Public notice of the hearing will clearly state that the hearing(s) will be the final opportunity for public comment.

Written Comments

Written comments are welcome throughout the Comprehensive Plan review. Formal written comments may be submitted for a public hearing of the City of Spokane Plan Commission and/or a public hearing of the City Council. To ensure consideration, written comments must be received by the City of Spokane prior to the close of the public hearing. Please submit written comments to:

Nikole Coleman-Porter
Address: City of Spokane Planning and Development Services
RE: Comprehensive Plan Review
808 W Spokane Falls Blvd, Spokane WA 99201-3329
Fax: (509) 625-6013
Email: ncoleman@spokanecity.org

Hearings-Decisions:

Public notice of all public hearings and any decisions regarding the review and update of the Comprehensive Plan will be published under the "Legals" section in The Spokesman-Review Newspaper classified section.
Public notification of all hearings pertaining to the Comprehensive Plan will be provided at least 10 days before the date of the hearing. Public notification of amendments to development regulations will be provided at least 14 days prior to the hearing date.

Webpage

City of Spokane Planning and Development Services will establish a web presence for the review that includes status updates, reports, meeting notices and agendas, and other information. Follow the Update link at: www.spokaneplanning.org

Public Notice and Mailing List

Planning and Development Services will maintain a list of interested persons and organizations to receive notices of scheduled public meetings. Notice will be provided either by mail or email. Interested persons should contact Nikole Coleman-Porter at ncoleman@spokanecity.org.

Online Surveys

Online surveys may be used at key points in the review process to gather input on specific topic areas.

Press Releases, Media Advertisements

The City of Spokane will issue news releases to local media and/or place advertisements announcing public meetings or other key events or information updates during the review process. Media contacts include but are not limited to:

The Spokesman-Review, Pacific Northwest Inlander, City Cable 5, and other TV media.

E-Newsletters

Electronic newsletters may be used periodically to provide short informative subject specific information.

CONCLUSION

Since the Plan has been drafted at the beginning of the review process, it may change somewhat as conditions change over the review period. The most current information about upcoming activities and

comment opportunities related to the review will be available on the Planning and Development Services website. For information about the review, please contact the following City of Spokane Planning and Development Services Staff:

Jo Anne Wright, AICP
Comprehensive Plan Review Project Manager
509-625-6017
jwright@spokanecity.org

Nikole Coleman-Porter, AICP
509-625-6883
ncoleman@spokanecity.org

Tirrell Black, AICP
509-625-6185
tblack@spokanecity.org

CITY OF SPOKANE

OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
(509) 625-6350

January 31, 2013

City Clerk File No.:
RES 2013-0005

COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2013-0005 AMENDING THE CITY COUNCIL RULES OF PROCEDURES

During the Spokane City Council's 6:00 p.m. Legislative Session held Monday, January 28, 2013, Council President Stuckart requested a motion to defer Resolution 2013-0005—amending the City Council Rules of Procedures—for one week. Subsequently, the following action was taken:

> **Motion** by Council Member Waldref, seconded by Council Member McLaughlin, to defer Resolution 2013-0005 for one week (to February 4, 2013); **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk

Agenda Sheet for City Council Meeting of: 01/28/2013		**Date Rec'd**	1/16/2013
		Clerk's File #	RES 2013-0005
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	STUCKART & FAGAN 625.6255	**Project #**	
Contact E-Mail	BSTUCKASRT@SPOKANECITY.ORG, MFAGAN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0320 RULES OF PROCEDURE		

Agenda Wording

A resolution amending the City Council Rules of Procedures.

Summary (Background)

This resolution will amend Section 1.2 of the City Council Rules of Procedures regarding the duty of mutual respect to provide that mutual respect between council members and towards staff shall include, but is not limited to, not intentionally disclosing private information about a council member or staff such as personal telephone numbers or home address without the permission of the council member or staff.

Fiscal Impact		**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	**Distribution List**	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

RES 2013-0005

RESOLUTION NO. 2013-0005

A resolution amending the City Council Rules of Procedures.

WHEREAS, pursuant to Section 9(b) of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, Section 1.5 of the Rules of Procedure require amendments to be adopted pursuant to a resolution; and

WHEREAS, there exists a need to amend Section 1.2 of the City Council Rules of Procedure regarding the duty of mutual respect between council members; -- Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that the Spokane City Council Rules of Procedures are amended as follows:

Section 1. That Rule 1.2 is amended as follows:

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each council member to maintain respect for each other, the City staff and the public. Likewise, the Council shall require corresponding respectful behavior from all persons who attend a meeting. Mutual respect between council members and towards staff shall include, but is not limited to, intentionally disclosing private information about a council member or staff such as personal telephone numbers or home address without the permission of the council member or staff.

ADOPTED by the City Council on _____, 2013.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

December 20, 2012

City Clerk File No.:
ORD C34951

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C34951 ORDERING STREET IMPROVEMENTS OF REBECCA STREET FROM 9TH TO 7TH AVENUES

During its 6:00 p.m. Legislative Session held Monday, December 17, 2012, the Spokane City Council considered Final Reading Ordinance C34951. John Gomez, Senior Design Engineer for the Local Improvement Design Team within Engineering Services for the City of Spokane, provided an overview of Ordinance C34951, and he responded to Council inquiries and comments, along with Engineering Services Director Mike Taylor. In light of the number of neutral or non-responses from a number of property owners (24) and the number of trees needing to be removed in relation to Ordinance C34951, Council President Stuckart requested a motion to defer the matter. Subsequently, the following action was taken:

> **Motion** by Council Member Snyder, seconded by Council Member Allen, **to defer** Ordinance C34951 ordering the street improvements of Rebecca Street from 9th Avenue to 7th Avenue and establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvements (East Central Neighborhood); **carried unanimously.**

Following action on Ordinance C34951, further Council and staff discussion was held. Council President Stuckart asked that the ordinance be deferred to early February (2013).

Terri L. Pfister, MMC
City Clerk

Agenda Sheet for City Council Meeting of: 12/17/2012		Date Rec'd	12/5/2012
		Clerk's File #	ORD C34951
		Renews #	
Submitting Dept	HEARING EXAMINER	Cross Ref #	PRO 2012-0048
Contact Name/Phone	MIKE TAYLOR 625-6307	Project #	2012093
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0570, LID 2012093-FORMATION-REBECCA FROM 9TH TO 7TH		

Agenda Wording

Formation of a Local Improvement District for street improvements in Rebecca Street from 9th Avenue to 7th Avenue. (East Central Neighborhood Council)

Summary (Background)

On 11-27-12, the Hearing Examiner held a public hearing on the above matter and on 11-27-12, issued a decision recommending formation of the local improvement district. This project was initiated by Staff as part of the Street Bond LID Program and is consistent with the adopted policies of the City Council. The district contains a total of 26 parcels. There is one known opponent to this LID and his assessment is approximately 3.2% of the total project.

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SMITH, GREG	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	areid@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		pdolan@spokanecity.org	
		jmallahan@spokanecity.org	

ORDINANCE NO. C34951

An ordinance ordering the **Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue**, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That **Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue** be improved by the **paving of the same,** and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

Section 3. That there is hereby established a local improvement district to be known as **"Local Improvement District No. 2012093 for Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue,"** which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

LOTS	BLOCK	ADDITION
1 – 12 & south ½ of Vacated Right-Of-Way	9	Big Spring Addition
4 – 9	6	Palisade Park Addition
1 – 12 & east ½ of Vacated Right-Of-Way	8	Palisade Park Addition
4 – 9 & west ½ of 3	9	Palisade Park Addition

Situated in the **south east** quarter of Section **22,** Township **25**, Range **43** East of the Willamette Meridian

Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, **"Local Improvement District No. 2012093 for Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue,"** into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth, said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect.

The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

Passed the City Council _____.

_____
Council President

Attest:_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

CITY OF SPOKANE HEARING EXAMINER

RE:	Formation of a Local Improvement District for Street Improvements in Rebecca Street from 9th Avenue to 7th Avenue	)	FINDINGS, CONCLUSIONS, AND RECOMMENDATION
		)	LID #2012093

SUMMARY OF PROPOSAL AND RECOMMENDATION

Project Description: The purpose of this LID is to construct street improvements in Rebecca Street from 9th Avenue to 7th Avenue. The district contains a total of 26 parcels. The project was initiated by Staff as part of the Street Bond LID Program and is consistent with the adopted policies of the City Council. The expected benefits are designed to provide improved neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district. There is one known opponent to this LID and his assessment is approximately 3.2% of the total.

Recommendation: That the Local Improvement District be formed as presented.

FINDINGS OF FACT
BACKGROUND INFORMATION

Date of Resolution: October 29, 2012

Estimated Cost: The estimated project cost is $214,259.27 and breaks down as follows:

Estimated Cost of Improvement	$ 280,224.99
Engineering Fee	120,496.75
City Clerk	256.59
City Treasurer	3,110.00
Accounting	2,679.32
Interest	18,214.62
Bonds	322.50
Attorney's Fee	3,213.89
	$ 428,518.66
Supplemental Funding:	
Ten-Year Street Bond	(214,259.39)
Net Assessment to Property Owners	$ 214,259.27

PROCEDURAL INFORMATION

Hearing Date: November 27, 2012

Notices:

Mailed: November 2, 2012
Published: October 31 & November 7, 2012
Information Meeting: November 15, 2012

Known Opponents: Curt Miller
3806 E 7th Avenue
Spokane, WA 99202

Testimony:

Michael Myers, Engineering Services
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

Exhibits:

1. Agenda sheet setting hearing
2. Map of proposed district boundaries
3. Legal description of proposed district boundaries
4. Preliminary assessment roll
5. Copy of mailed notice
6. Affidavit of Mailing
7. Affidavit of Publication with attached Resolution
8. Engineering Services Department report
9. Informational Meeting attendance roster
10. Letter from Connie S. Duncalfe in support of the project
11. Letter from Curt Miller opposing the project

FINDINGS AND CONCLUSIONS

To recommend approval of the formation of the proposed LID the Hearing Examiner must find that all of the criteria set forth in SMC 7.05.490 are or will be met. The Hearing Examiner has reviewed the proposed LID and the evidence of record with regard to these criteria and makes the following Findings and Conclusions:

1. All of and only the property that will be specially benefited by the proposed improvement is included within the proposed LID boundaries.

Benefits are designed to provide improved neighborhood circulation, dust control, adequate storm drainage, and improved quality of life within the assessment district. This LID includes all of the properties which front on Rebecca Street from 9th Avenue to 7th Avenue or are

within one-half block thereof. These properties will be the most benefited by these street improvements.

2. Formation of the LID is consistent with the adopted policies of the City Council.

It is the policy of the City Council to approve LIDs in order to eliminate unpaved streets and alleys to reduce air pollution and for other reasons. It is also the policy of the City Council to approve LIDs unless they are opposed by property owners having estimated assessments totaling greater than 60 percent of the total project. There is one known opponent to this LID and his assessment is approximately 3.2% of the total.

3. All procedures set forth in RCW 35.43 and SMC 7.05 have been followed.

The hearing before the Hearing Examiner was held pursuant to a resolution adopted by the City Council and was held at the time and place set by the Council. Notice of the hearing was mailed to all owners and taxpayers of record by the Engineering Services Department on November 2, 2012, and a copy of the resolution was published in a newspaper of general circulation *(The Official Gazette)* on October 31 & November 7, 2012. These dates comply with the time periods required by RCW 35.43 and SMC 7.05, and the notices contained all the information required by those laws. Therefore, the procedures set forth in those laws have been met.

RECOMMENDATION

Based on the Findings and Conclusions above, the Hearing Examiner recommends that the Local Improvement District be formed as presented.

DATED this 27th day of November 2012.

Greg Smith
City of Spokane Hearing Examiner

10/31/12
388

EXHIBIT NO. 1

Agenda Sheet for City Council Meeting of: 10/29/2012		Date Rec'd	10/17/2012
		Clerk's File #	RES 2012-0095
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	PRO 2012-0048
Contact Name/Phone	MIKE TAYLOR 625-6307	Project #	2012093
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0370 SET HEARING LID 2012093-REBECCA FROM 9TH TO 7TH		

Agenda Wording

Setting LID #2012093 Formation Hearing before the Hearing Examiner for November 27, 2012 at 1:30 p.m. for the Street Improvements of Rebecca Street from 9th Avenue to 7th Avenue. (East Central Neighborhood Council)

Summary (Background)

This project is being initiated by Staff as part of the Street Bond LID Program. The streets proposed to be paved have been identified as good candidates for this program and these improvements would be a benefit to the neighborhood.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	Study Session	
Division Director	TAYLOR, MIKE	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	FEIST, MARLENE	pdolan@spokanecity.org	
Additional Approvals		areid@spokanecity.org	
Purchasing		jmallahan@spokanecity.org	

ADOPTED BY SPOKANE CITY COUNCIL
on
12/29/2012
SPOKANE CITY CLERK

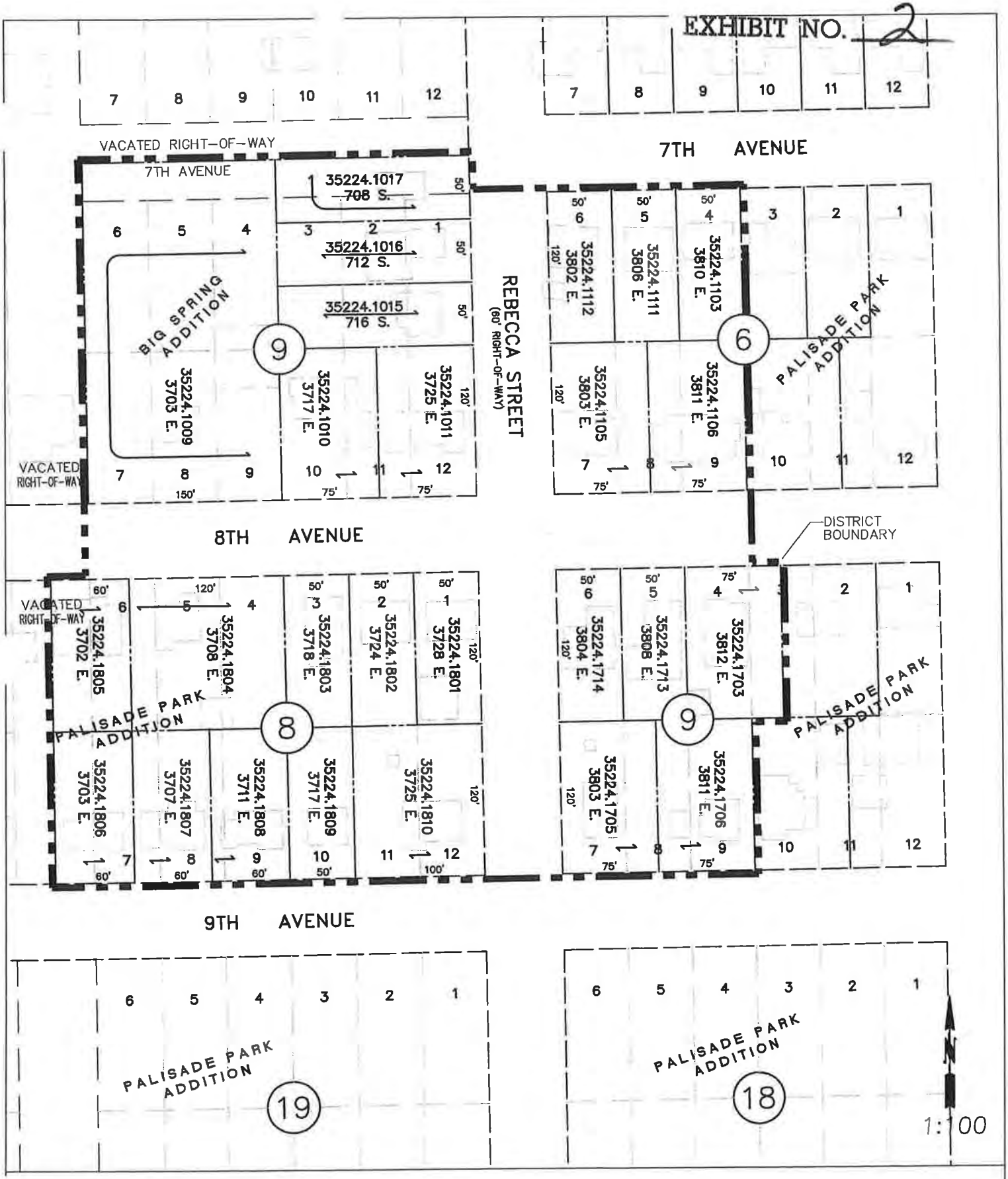
BACKGROUND, continued:

Estimated Cost of Improvement	$ 280,224.99
Engineering Fee	120,496.75
City Clerk	256.59
City Treasurer	3,110.00
Accounting	2,679.32
Interest	18,214.62
Bonds	322.50
Attorney's Fee	3,213.89
	$ 428,518.66
Ten-Year Street Bond	214,259.39
Net Assessment to Property Owners	$ 214,259.27

There are no outstanding L.I.D. assessments.

Projects\2012093\formation agenda

EXHIBIT NO. 2



DISTRICT MAP

PROJECT # 2012093, Rebecca Street from 9th Avenue to 7th Avenue

Plotted: Sep 27, 2012

EXHIBIT NO. 3

ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2012093

Description of the assessment district for:

Street Improvements in Rebecca Street from 9th Avenue to 7th Avenue

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All that property described as follows:

LOTS	BLOCK	ADDITION
1 – 12 & south ½ of Vacated Right-Of-Way	9	Big Spring Addition
4 – 9	6	Palisade Park Addition
1 – 12 & east ½ of Vacated Right-Of-Way	8	Palisade Park Addition
4 – 9 & west ½ of 3	9	Palisade Park Addition

Situated in the **south east** quarter of Section **22,** Township **25,** Range **43** East of the Willamette Meridian

End of Description.

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

EXHIBIT NO. 4

PBWK FILE	PROJECT DESCRIPTION
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE	
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE	PAVING	CURBING
		SIDEWALK	STORM

ESTIMATED COST OF IMPROVEMENT	$	280,224.99
DESIGN AND INSPECT EXPENSE	$	120,496.75
CITY CLERK EXPENSE	$	256.59
TREASURER EXPENSE	$	3,110.00
ACCOUNTING EXPENSE	$	2,679.32
INTEREST EXPENSE	$	18,214.62
BONDS EXPENSE	$	322.50
LEGAL EXPENSE	$	3,213.89
ESTIMATED PROJECT SALES TAX	$	.00
TOTAL ESTIMATED PROJECT COST	$	428,518.66
STREET BOND 2004	$	214,259.39
TOTAL ESTIMATED NET PROJECT ASSESSMENT	$	214,259.27

PBWK FILE	PROJECT DESCRIPTION
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

1 PARCEL-NO: 22534-1009 / 35224.1009
LEGAL-DESCRIPTION: BIG SPRING ADDITION LOTS 4 THRU 9 INCLUSIVE & S1/2 OF VACATE D 7TH AVE LYG NLY OF& ADJ TO SD LOTS ALL IN BLK 9
PARCEL ADDRESS: E 3703 8TH AV
P-SIGN:

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
OCHSNER, JOSEPH H & CYNDI P E 3703 8TH AVE SPOKANE WA 99202-5212USA	OCHSNER, JOSEPH H & CYNDI P E 3703 8TH AVE SPOKANE WA 99202-5212USA	10,925.05		10,925.05

2 PARCEL-NO: 22534-1010 / 35224.1010
LEGAL-DESCRIPTION: BIG SPRING ADDITION LOTS 10 & W1/2 OF LOT 11 BLK 9
PARCEL ADDRESS: E 3717 8TH AV
P-SIGN:

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HALL, REX M E 3717 8TH AVE SPOKANE WA 99202	HALL, REX M E 3717 8TH AVE SPOKANE WA 99202	5,462.53		5,462.53

PARCEL-NO: 22534-1011 / 35224.1011
LEGAL-DESCRIPTION: BIG SPRING ADDITION E1/2 OF LOT 11 & ALL OF LOT 12 BLK 9
PARCEL ADDRESS: E 3725 8TH AV
P-SIGN:

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WILKERSON, SHALENA V E 3725 8TH AVE SPOKANE WA 99202-	WILKERSON, SHALENA V E 3725 8TH AVE SPOKANE WA 99202-	17,480.08		17,480.08

4 PARCEL-NO: 22534-1015 / 35224.1015
LEGAL-DESCRIPTION: BIG SPRINGS ADDITION THE S50FT LOTS 1 THRU 3, BLK 9
PARCEL ADDRESS: S 716 REBECCA ST
P-SIGN:

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ASHLEY, DENNIS & PATRICIA 560 POMONA AVE OROVILLE CA 95965-4539	ASHLEY, DENNIS & PATRICIA 560 POMONA AVE OROVILLE CA 95965-4539	9,559.42	DRIVEWAY 279.55	9,838.97

5 PARCEL-NO: 22534-1016 / 35224.1016
LEGAL-DESCRIPTION: BIG SPRINGS ADDITION THE N50FT OF THE S100FT OF LOTS 1 THRU
PARCEL ADDRESS: S 712 REBECCA ST
P-SIGN:

PBWK FILE	PROJECT DESCRIPTION
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

3, BLK 9

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
DUNCALFE, CONNIE S	DUNCALFE, CONNIE S	9,559.42			10,575.65
S 712 REBECCA ST	S 712 REBECCA ST		CONCRETE TRANSITION	771.62	
SPOKANE WA 99202-5280USA	SPOKANE WA 99202-5280USA		DRIVEWAY	244.61	

6 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1017 / 35224.1017	BIG SPRINGS ADDITION THE N20FT OF LOTS 1 THRU 3 & ALSO THE S 1/2 OF VAC 7TH AVE NADJ TO SD LOTS 1 THRU 3, BLK 9	S 708 REBECCA ST	

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
NELSON, RODNEY L/NILSSON-NELSO	NELSON, RODNEY L/NILSSON-NELSO	3,823.77		3,823.77
N 20517 THOR RD	N 20517 THOR RD			
COLBERT WA 99005 USA	COLBERT WA 99005 USA			

7 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34-1103 / 35224.1103	PALISADE PK L4 B6	E 3810 7TH AV	

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ANDERSON, BA & DL	ANDERSON,BRIAN/STUART,DAWN	2,549.18		2,549.18
10760 N BUNKERHILL D	10760 N BUNKERHILL D			
FRESNO CA 93720	FRESNO CA 93720			

8 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1105 / 35224.1105	PALISADE PK ALL L7; W1/2 OF L8 B6	E 3803 8TH AV	

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
DICKINSON, VERN C / DEL A	DICKINSON, VERN C / DEL A	17,480.08			17,759.64
E 3803 8TH AVE	E 3803 8TH AVE		DRIVEWAY	279.56	
SPOKANE WA 99202	SPOKANE WA 99202				

9 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1106 / 35224.1106	PALISADE PK E1/2 L8;ALL L9 B6	E 3811 8TH AV	

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
DAMSCHEN, TODD & ELAINE	DAMSCHEN, TODD & ELAINE	5,462.53		5,462.53

PBWK FILE	PROJECT DESCRIPTION
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

PO BOX 3436
COEUR D'ALENE ID 83816

PO BOX 3436
COEUR D'ALENE ID 83816

10 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1111 / 35224.1111	PALISADE PARK ADD LT 5 BLK 6	E 3806 7TH AV	

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MILLER, CURT D E 3806 7TH AVE SPOKANE WA 99202-5203USA	MILLER, CURT D E 3806 7TH AVE SPOKANE WA 99202-5203USA	6,919.20		6,919.20

11 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1112 / 35224.1112	PALISADE PARK LT 6 BLK 6	E 3802 7TH AV	

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
DUCREST, KATHLEEN 3802 7TH AVE KANE WA 99202-5203USA	DUCREST, KATHLEEN E 3802 7TH AVE SPOKANE WA 99202-5203USA	13,474.23	CONCRETE TRANSITION DRIVEWAY	467.42 262.09	14,203.74

12 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1703 / 35224.1703	PALISADE PK W1/2 L3;ALL L4 B9	E 3812 8TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ANDREWS, PHILIP R E 3812 8TH AVE SPOKANE WA 99202	ANDREWS, PHILIP R E 3812 8TH AVE SPOKANE WA 99202	3,459.60		3,459.60

13 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1705 / 35224.1705	PALISADE PK ALL L7;W1/2 L8 B9	E 3803 9TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
KENT, JEFFREY D E 3803 9TH AVE SPOKANE WA 99202	KENT, JEFFREY D E 3803 9TH AVE SPOKANE WA 99202	17,480.08	CONCRETE TRANSITION DRIVEWAY	445.16 209.67	18,134.91

14 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1706 / 35224.1706	PALISADE PK E1/2 L8;ALL L9 B9	E 3811 9TH AV	N

PBWK FILE	PROJECT DESCRIPTION
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FLYNN, TIMOTHY M E 3811 9TH AVE SPOKANE WA 99202-5228USA	FLYNN, TIMOTHY M E 3811 9TH AVE SPOKANE WA 99202-5228USA	5,462.53		5,462.53

15 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1713 / 35224.1713	PALISADE PARK LT 5 BLK 9	E 3808 8TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WILBERT, JENNIFER R E 3808 8TH AVE SPOKANE WA 99202	WILBERT, JENNIFER R E 3808 8TH AVE SPOKANE WA 99202	6,919.20		6,919.20

16 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1714 / 35224.1714	PALISADE PARK LT 6 BLK 9	E 3804 8TH AV	N

PAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
MONCRIEF, DIONTE R /ESPIRITU-M E 3804 8TH AVE SPOKANE WA 99202	MONCRIEF, DIONTE R /ESPIRITU-M E 3804 8TH AVE SPOKANE WA 99202	13,474.23	DRIVEWAY 262.09	13,736.32

17 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1801 / 35224.1801	PALISADE PK L1 B8	E 3728 8TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ROBERTS, JONATHAN D & HOPE D E 3728 8TH AVE SPOKANE WA 99202-5213USA	ROBERTS, JONATHAN D & HOPE D E 3728 8TH AVE SPOKANE WA 99202-5213USA	13,474.23	CONCRETE TRANSITION 1,469.02 DRIVEWAY 471.74	15,414.99

18 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1802 / 35224.1802	PALISADE PK L2 B8	E 3724 8TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SY, NARCISCO V & ELINITA N E 3724 8TH AVE SPOKANE WA 99202	SY, NARCISCO V & ELINITA N E 3724 8TH AVE SPOKANE WA 99202	6,919.20		6,919.20

PBWK FILE	PROJECT DESCRIPTION
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

19 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1803 / 35224.1803	PALISADE PK L3 B8	E 3718 8TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GREENFIELD, KEVIN D & LOUISE L E 3718 8TH AVE SPOKANE WA 99202-5213USA	GREENFIELD, KEVIN D & LOUISE L E 3718 8TH AVE SPOKANE WA 99202-5213USA	2,549.18		2,549.18

20 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1804 / 35224.1804	PALISADE PK ALL L4-5; E20FT L6 B8	E 3708 8TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
OCHSNER, JOSEPH H & CYNDI P E 3708 8TH AVE SPOKANE WA 99202-5213	OCHSNER, JOSEPH H & CYNDI P E 3708 8TH AVE SPOKANE WA 99202-5213	4,370.02		4,370.02

21 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1805 / 35224.1805	PALISADE PK W30FT L6 B8 INC 30FT VAC STP W OF&ADJ	E 3702 8TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ERICKSON-SPARROW, DEBBIE A E 3702 8TH AVE SPOKANE WA 99202-5213USA	SPARROW, B W & D E 3702 8TH AVE SPOKANE WA 99202-5213USA	2,185.01		2,185.01

22 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1806 / 35224.1806	PALISADE PK W30FT L7 B8 &30FT VAC STP W OF&ADJ L7	E 3703 9TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
RINALDO, DEL E AND MAY E E 3703 9TH AVE SPOKANE WA 99202	RINALDO, DEL E AND MAY E E 3703 9TH AVE SPOKANE WA 99202	2,185.01		2,185.01

23 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1807 / 35224.1807	PALISADE PK E20FT L7; W40FT L8 B8	E 3707 9TH AV	N

PBWK FILE	PROJECT DESCRIPTION
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
WENTZ, W A E 3707 9TH AVE SPOKANE WA 99202-5226USA	WENTZ, W A E 3707 9TH AVE SPOKANE WA 99202-5226USA	2,185.01		2,185.01

24 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1808 / 35224.1808	PALISADE PK E10FT L8; ALL L9 B8	E 3711 9TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
VERBARG, MIRIAM J E 3711 9TH ST SPOKANE WA 99202	VERBARG, MIRIAM J E 3711 9TH ST SPOKANE WA 99202	2,185.01		2,185.01

25 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1809 / 35224.1809	PALISADE PK L10 B8	E 3717 9TH AV	N

PAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
JUHL, ZACHARY L E 3717 9TH AVE SPOKANE WA 99202-5226	JUHL, ZACHARY L E 3717 9TH AVE SPOKANE WA 99202-5226	2,549.18		2,549.18

26 PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
22534-1810 / 35224.1810	PALISADE PK L11-12 B8	E 3725 9TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS		TOTAL ASSESSMENT
OU, YONG JIAN E 3725 9TH AVE SPOKANE WA 99202-5226USA	OU, YOUNG JIAN/BI, WAN YI E 3725 9TH SPOKANE WA 99202	20,393.44	CONCRETE TRANSITION DRIVEWAY	400.65 209.67	21,003.76

PBWK FILE	PROJECT DESCRIPTION
2012093 LID	REBECCA STREET FROM 9TH AVENUE TO 7TH AVENUE

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	ZONE TERMINI	ZT
CONCRETE TRANSITION	RELATIVE COST	RC
DRIVEWAY	RELATIVE COST	RC

CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

November 2, 2012

File Number: 2012093
Parcel Number:

Estimated Special Benefit and Assessment: $

EXHIBIT NO. 5

Dear

This letter is to inform you that a Local Improvement District (LID) is being proposed in your neighborhood and contains specific information regarding the proposed Local Improvement District (LID). If the proposed Local Improvement District is approved, the following improvements will be constructed: Street Improvements of Rebecca Street from 9th Avenue to 7th Avenue. The monetary amounts provided in this letter are estimates and if the project proceeds, your assessment will be adjusted to reflect the actual cost of the improvements.

The City Council has set November 27, 2012, as the date of the public hearing regarding the formation of the proposed assessment District to finance the proposed improvements. This hearing will be held at 1:30 P.M., in Room 2B on the 2nd Floor of the Spokane City Hall, 808 West Spokane Falls Boulevard, to determine whether or not this improvement should be carried out. You may testify at this hearing to speak in favor or opposition. Written objections or endorsements may be submitted to the Director of Engineering Services no later than November 26, 2012. This is the only hearing to be held on the formation of this Local Improvement District and the Hearing Examiner's decision is final, unless appealed to the City Council, in which case the appeal will be limited to the material presented at this hearing. A copy of the Department of Engineering Services report to the Hearing Examiner may be obtained at the Department of Engineering Services within seven days prior to the hearing.

To provide an opportunity for you to become better informed and to answer questions concerning the proposed project, a meeting will be held by the Department of Engineering Services on November 15, 2012, at 1:30 P.M., in Conference Room 2A, 2nd Floor of the City Hall.

In Summary - Dates to Note:

November 15, 2012 at 1:30 P.M.	Informational Meeting
November 26, 2012	Written objections due
November 27, 2012 at 1:30 P.M.	Hearing

Property is to be assessed for this improvement in accordance with State law. A description of the proposed assessment district boundaries is available in the Department of Engineering Services. Actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value that the improvement adds to the property. Your estimated assessment is shown as the "Estimated Special Benefit" in the upper left hand corner of this letter.

The estimated costs for the improvement are as follows:

Construction Estimate	$280,224.99
Design & Inspection Expense	120,496.75
City Clerk's Expense	256.59
Treasurer's Expense	3,110.00
Accounting Expense	2,679.32
Interest	18,214.62
Bonds Cost	322.50
Legal Expense	3,213.89
TOTAL ESTIMATED PROJECT COST	$428,518.66
SUPPLEMENTAL FUNDING	
Ten-Year Street Bond Funds	214,259.39
NET ESTIMATED PROJECT ASSESSMENT	$214,259.27

If the project is approved by the Hearing Examiner and ordered by the City Council, a contract will be awarded and your assessment will be computed on the actual cost of the project. On completion of the project, your assessment, or any part of it, may be paid without interest on or before the due date in accordance with billing by the City Treasurer; or it may be paid in ten annual installments plus interest charged on the unpaid balance with the first payment due one year after the due date shown on the Treasurer's statement.

Funds from the LID Program have been made available to subsidize the paving of your street. These funds are for residential property owners who occupy their residence within the proposed improvement district. The funds may pay 50, 75, or 100% of your assessment. In order to qualify for these funds, review the enclosed application form. If you qualify, fill out the form and return it to the Department of Engineering Services at the address shown. Assistance will be awarded on a first come, first served basis as long as the funds are

available. Submitting an application DOES NOT indicate that you are either for or against this LID. The application is used only to assess if you are eligible for assistance if the LID is approved.

After reading this letter if you have any questions please contact me by phone or attend the informational meeting. If you will be unable to attend the informational meeting, we can arrange to meet with you at another time. Please contact the Department of Engineering Services at the address above or at (509) 625-6700.

Sincerely,

Michael Myers
L.I.D. Coordinator

Enclosure

MM/lh

STREET BOND LID FUNDING

Project 2012093

THIS APPLICATION MAY REDUCE YOUR COST **PROVIDED** YOU QUALIFY FOR ASSISTANCE. ASSISTANCE IS AVAILABLE ON A **FIRST-COME, FIRST-SERVED** BASIS, ACCORDING TO THE DATE THIS APPLICATION IS RECEIVED IN THE ENGINEERING SERVICES DEPARTMENT.

APPLICATION FOR LOCAL IMPROVEMENT DISTRICT (LID) FINANCIAL ASSISTANCE

The City of Spokane's Street Bond LID Program may pay 100%, 75%, or 50% of the LID assessment for street improvements for residential property owners who occupy their residence within the Local Improvement District. Owners must have low and moderate incomes and have non-income producing assets that **do not** exceed $35,000.00. Your personal residence is excluded from the $35,000.00 asset limit.

The amount of assistance depends on family size, gross annual income and assets. If your income is less than Line A of the chart below, you may receive 100% assistance. If your income is between Line A and B, you may receive 75% assistance. If your income is between Line B and C, you may receive 50% assistance. At any level of assistance, your assets that do not produce income may not exceed $35,000.00 (personal residence excluded).

GROSS ANNUAL INCOME LIMIT BY NUMBER OF PERSONS IN FAMILY

		1	2	3	4	5	6	7	8	9+
A	100%	22,050	25,200	28,350	31,450	34,000	36,500	39,000	41,550	44,050
B	75%	28,650	32,725	36,825	40,875	44,175	47,425	50,700	53,975	57,225
C	50%	35,250	40,250	45,300	50,300	54,350	58,350	62,400	66,400	70,400

If you think you qualify for this assistance, COMPLETE BOTH SIDES OF THIS FORM. BE SURE TO SIGN AND DATE THE FORM AND RETURN IT ALONG WITH A COMPLETE COPY OF YOUR 2011 FEDERAL TAX RETURN, YOUR W2 FORM(S), SOCIAL SECURITY BENEFIT LETTER, 2011 DSHS AWARD LETTER OR ANY OTHER APPLICABLE DOCUMENTS SHOWING INCOME TO THE DEPARTMENT OF ENGINEERING SERVICES, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343.

==========

Name (Owner/Purchaser) _____ Phone_____

Address of Property _____ Lot _____ Block _____ Addition _____

Mailing Address_____ Zip Code _____

Date of Birth _____ Family Size (include yourself) _____

Employer _____ Employer's Address_____

Position _____ Years of Service_____

The following information is not required and is voluntary:

Is anyone in your household handicapped? Yes _____ No _____

Indicate number of persons in your household by Ethnic Origin (include yourself).

ETHNICITY:		RACE:		RACE (continued):	
Hispanic or Latino		White		American Indian/Alaskan Native & White	
Not Hispanic or Latino		Black/African American		Asian & White	
		Asian		Black/African American & White	
		American Indian/Alaskan Native		American Indian/Alaskan Native & Black/African American	
		Native Hawaiian/Other Pacific Islander		Other	

GROSS HOUSEHOLD INCOME FOR **2011**

ist all sources of income:

alary/Wage	$_____
Social Security	$_____
Retirement/Pension	$_____
Veteran Pension	$_____
Public Assistance	$_____
Investments	$_____
Interest	$_____
Rent	$_____
Other - List other sources of income:	
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
TOTAL INCOME	$_____

ASSETS: List all current assets with over $1,000.00 value:

Cash (Including checking & savings)	$_____
Tax Assessed Value of:	
Real Estate:	
Personal residence	$_____
Other Real Estate	$_____
Automobile Value	$_____
Boat Value	$_____
Stock and Bonds	$_____
Savings Certificates	$_____
Other - List other assets you own:	
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
TOTAL ASSETS	$_____

==========

I believe that I, _____ (print name) am eligible for financial assistance under the Street Bond LID Program and hereby request 50%, 75%, 100% (circle one) assistance should I qualify on the basis of gross household income and total assets. I understand this assistance will be provided on a FIRST-COME, FIRST-SERVED basis, as long as funds are available; and only to those persons who have been approved on the basis of this application and are the owners/purchasers and occupants of the residential property. Furthermore, I hereby certify, under penalty of perjury, that the above information is true and correct as of this date, to the best of my knowledge. I further authorize the City of Spokane or its authorized representative to have access to any and all financial records, in addition to my submitted Federal Tax Returns, for the purpose of verifying my/our annual income and assets for the year of 2011 (last full year). Please have all owner applicant(s) requesting assistance sign and date.

_____ Signed

_____ Date

_____ Signed

_____ Date

IF YOU HAVE ANY QUESTIONS, CALL THE DEPARTMENT OF ENGINEERING SERVICES AT 625-6700.

==========

For Community Development Use Only

pproved for Assistance: Yes/No _____%

_____ Director of Community Development

_____ Date

CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 6

FORMATION
LOCAL IMPROVEMENT DISTRICT
CERTIFICATE OF MAILING

STREET IMPROVEMENTS OF REBECCA STREET
FROM 9TH AVENUE TO 7TH AVENUE
2012093

I, Perry "Mike" Taylor, P.E., Director, Department of Engineering Services hereby certify that written notices of the hearing before the Hearing Examiner were mailed under my direction to all owners or reputed owners of the property at the time and in the manner prescribed by law, and that said notices were mailed to such owners or reputed owners more than fifteen days before the date set for the hearing.

Perry "Mike" Taylor, P.E.
Director

Letters Mailed: November 2, 2012

Formation Hearing: November 27, 2012

PMT/lh

\projects\formation\2012093 mail crt.doc

AFFIDAVIT OF PUBLICATION

STATE OF WASHINGTON) SS
COUNTY OF SPOKANE)
CITY OF SPOKANE)

EXHIBIT NO. 7

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the FORMATION HEARING NOTICE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 31st day of October 2012 and the 7th day of November 2012, and that said FORMATION HEARING NOTICE was published in every copy of the said paper of said dates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 7th day of November 2012.

Terri L. Pfister

City Clerk
City of Spokane, Washington

CITY OF SPOKANE WASHINGTON

(See Attached for Remainder of Affidavit)

FORMATION HEARING NOTICE

RESOLUTION 2012-0095
LID NO. 2012093

WHEREAS, In accordance with RCW 35.43, a local improvement may be ordered only by an ordinance of the City Council of the City of Spokane, pursuant to either a resolution or petition therefore; and

WHEREAS, Said resolution must set forth certain information as required by law; -- NOW, THEREFORE,

BE IT RESOLVED By the City Council of the City of Spokane that it is the intention of said Council, and such intention is hereby declared, to order the **Street Improvements of Rebecca Street from 9th Avenue to 7th Avenue.**

BE IT FURTHER RESOLVED That the nature and territorial extent of said proposed improvement is as stated above.

BE IT FURTHER RESOLVED That the cost and expense of the said improvement is to be borne in whole or in part by the property specially benefited thereby, and the boundaries of the proposed assessment district are particularly described as follows:

LOTS	BLOCK	ADDITION
1 – 12 & south 1/2 of Vacated Right-Of-Way	9	Big Spring Addition
4 – 9	6	Palisade Park Addition
1 – 12 & east 1/2 of Vacated Right-Of-Way	8	Palisade Park Addition
4 – 9 & west 1/2 of 3	9	Palisade Park Addition

Situated in the **south east** quarter of Section **22**, Township **25**, Range **43** East of the Willamette Meridian

BE IT FURTHER RESOLVED That a hearing on the said proposed improvement will be held before the Hearing Examiner of the City of Spokane, in the Second Floor Conference Room, Municipal Building, West 808 Spokane Falls Boulevard, on the **27th day of November, 2012 at 1:30 p.m.,** at which time and place all persons who may desire to object thereto may appear and present such objections, if any they have.

BE IT FURTHER RESOLVED That the City Engineer is directed to submit to the Hearing Examiner at or prior to the time fixed for said hearing the estimated cost and expense of said improvement and a statement of the proportionate amount thereof which should be borne by the property within the proposed assessment district, and a statement of the aggregate actual valuation of the real estate, including twenty-five percent of the actual valuation of the improvements in said district according to the valuation last placed upon it for the purpose of general taxation, together with a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specially benefited thereby, and the estimated amount of cost and expense of such improvement to be borne by each lot, tract, or parcel of land or other property, together with a statement showing the amount of special assessments outstanding and unpaid on the property within the proposed assessment district. The actual assessments levied for this improvement may vary from the assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

ADOPTED by the City Council on October 29, 2012.

Terri L. Pfister
Spokane City Clerk

The Hearing before the Hearing Examiner shall be the only hearing held on the Formation of the Proposed Local Improvement District and the City Council will act on the Hearing Examiner's recommendation based upon the record. A copy of the Report of the Engineering Services Department to the Hearing Examiner may be obtained at the Engineering Services Department seven days prior to the hearing. Additional information may be obtained by contacting the Engineering Services Department, 808 West Spokane Falls Boulevard, Spokane, Washington 99201; (509) 625-6700; Attention Ken Brown, P.E., Principal Engineer-Design.

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. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083; 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hather@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us at least forty-eight (48) hours before the meeting date.

Publish: October 31, 2012 and November 7, 2012

Clerk's File No.: PRO 2012-0048
LID No.: 2012093
Hearing date: November 27, 2012
Time: 1:30 p.m.

RESOLUTION 2012-0095

WHEREAS, In accordance with RCW 35.43, a local improvement may be ordered only by an ordinance of the City Council of the City of Spokane, pursuant to either a resolution or petition therefore; and

WHEREAS, Said resolution must set forth certain information as required by law; -- **NOW, THEREFORE,**

BE IT RESOLVED By the City Council of the City of Spokane that it is the intention of said Council, and such intention is hereby declared, to order the **Street Improvements of Rebecca Street from 9th Avenue to 7th Avenue.**

BE IT FURTHER RESOLVED That the nature and territorial extent of said proposed improvement is as stated above.

BE IT FURTHER RESOLVED That the cost and expense of the said improvement is to be borne in whole or in part by the property specially benefited thereby, and the boundaries of the proposed assessment district are particularly described as follows:

LOTS	BLOCK	ADDITION
1 – 12 & south ½ of Vacated Right-Of-Way	9	Big Spring Addition
4 – 9	6	Palisade Park Addition
1 – 12 & east ½ of Vacated Right-Of-Way	8	Palisade Park Addition
4 – 9 & west ½ of 3	9	Palisade Park Addition

Situated in the **south east** quarter of Section **22,** Township **25**, Range **43** East of the Willamette Meridian

BE IT FURTHER RESOLVED That a hearing on the said proposed improvement will be held before the Hearing Examiner of the City of Spokane, in the Second Floor Conference Room, Municipal Building, West 808 Spokane Falls Boulevard, on the **27th** day of **November, 2012** at **1:30 p.m.**, at which time and place all persons who may desire to object thereto may appear and present such objections, if any they have.

BE IT FURTHER RESOLVED That the City Engineer is directed to submit to the Hearing Examiner at or prior to the time fixed for said hearing the estimated cost and expense of said improvement and a statement of the proportionate amount thereof which should be borne by the property within the proposed assessment district, and a statement of the aggregate actual valuation of the real estate, including twenty-five percent of the actual valuation of the improvements in said district according to the valuation last placed upon it for the purpose of general taxation, together with a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specially benefited thereby, and the estimated amount of cost and expense of such improvement to be borne by each lot, tract, or parcel of land or other property, together with a statement showing the amount of special assessments outstanding and unpaid on the property within the proposed assessment district. The actual assessments levied for this improvement may vary from the assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Adopted by the City Council October 29 **, 2012.**

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE WASHINGTON

CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 8

LOCAL IMPROVEMENT DISTRICT (L.I.D.) FORMATION REPORT

FOR

Local Improvement District No. 2012093

SUMMARY OF PROPOSAL AND RECOMMENDATION

Proposal: Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue

Recommendation: Approve

FINDINGS OF FACT

BACKGROUND INFORMATION

Date of Resolution: October 29, 2012

Project Description: Street Improvements for Rebecca Street from 9th Avenue to 7th Avenue

Reason and Purpose of Project: This project is designed to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district.

Total Project Cost:	$ 428,518.66
Ten-Year Street Bond	214,259.39
Amount Assessed to Property Owners	$ 214,259.27
Total Number of Parcels:	26

PROCEDURAL INFORMATION

Hearing Date: November 27, 2012

Notice Dates:

Preliminary Hearing Notifications: November 2, 2012

Resolution Published: October 31, 2012 and November 7, 2012

Information Meeting Date: November 15, 2012

Known Opponents:

None

Date of Report:

November 20, 2012

Responsible Staff Person:

John Gomez, P.E., Senior Engineer - Design
City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

FINDINGS AND CONCLUSIONS

Local Improvement Districts initiated by Resolution are subject to Spokane Municipal Code (SMC) Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.490. The Department of Engineering Services has reviewed these criteria and all of the available evidence on the proposed L.I.D. formation and makes the follow Findings and Conclusions:

1. All of the property and only that property that will be benefited by the proposed improvement is within the proposed boundaries of the L.I.D.

   The assessment district boundaries were determined based on the benefit derived. A list of all parcels included in the assessment district is shown in the assessment roll and listed in the assessment district description which are found elsewhere in this report.

2. Formation of the LID is consistent with the adopted policies of the City Council.

3. All procedures set forth in RCW 35.43 and this Article have been followed.

   On November 2, 2012 notices were sent to all property owners and taxpayers of record advising them of the estimated amount of their assessments and of the date of the hearing before the City's Hearing Examiner in accordance with RCW 35.43. Copies of this correspondence can be found elsewhere in this report. All other requirements of the appropriate R.C.W. have been met.

2012093/formation rpt

CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3343
509.625.6700
FAX 509.625.6349/509.625.6124
Spokaneengineering.org

EXHIBIT NO. 9

FORMATION MEETING

FOR

LOCAL IMPROVEMENT DISTRICT 2012093

STREET IMPROVEMENTS OF REBECCA STREET

FROM 9TH AVENUE TO 7TH AVENUE

NOVEMBER 15, 2012 AT 1:30 P.M.

ATTENDANCE ROSTER

No ATTENDANCE

Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number
Name	Address	Phone Number

2012093

RECEIVED
NOV 15 2012
ENGINEERING SERVICES

City of Spokane
Dept. of Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3343

EXHIBIT NO. 10

712 So. Rebecca St.
Spokane, WA 99202-5280
November 14, 2012

To whom it may concern:

I am writing this letter to show my support for the proposed street improvements and paving in my neighborhood of Rebecca Street from 9th to 7th Avenues.

I have lived on Rebecca Street between 7th and 8th for a total of thirteen years and have had many opportunities to observe both the vehicle traffic patterns and pedestrian traffic patterns in the local area. The unpaved street is and always has been in very poor condition, but its poor condition and lack of maintenance does not seem to deter people from using it. On a daily basis, I see not just automobiles using the road but also delivery trucks such as Federal Express and UPS, service trucks such as Avista, Comcast, and CenturyLink, full-sized school buses and STA buses (admittedly, the smaller-sized kind used to pick up disabled persons and senior citizens), huge trucks hauling construction equipment, paramedic trucks, and fire trucks. The rockbed road is not equipped to handle that kind of traffic. The road bed in front of my house consists of many jagged basalt rocks of various sizes and shapes, as well as huge potholes. Rebecca Street between 8th and 9th actually has huge, cavernous, gaps in it which I would think would be unsafe for any type of vehicle. I have paid to have gravel hauled in to fill the huge potholes in the road directly in front of my house, but have found it is a waste of time and resources because the potholes reappear within a matter of a few weeks, especially, in the wintertime. Only one other time has another neighbor shared in the expense of the gravel, yet everyone in the neighborhood continues to use the road.

I would also like to point out when there is construction occurring on Freya and/or Hartson and traffic is diverted, the traffic tends to use Rebecca instead of Myrtle (one block east of Rebecca), although Myrtle is a paved street in very good condition. At least for two summers since I've lived here, we had to put up with extra traffic driving by all summer long because of local construction projects. The dust was especially bad and unhealthy. This past summer the dust was again very heavy because of our long dry spell without rain.

The pedestrian traffic is also very heavy on Rebecca for several reasons. The school children and their parents use Rebecca to walk to and from Sheridan Elementary School, the high school and middle school students use Rebecca to access their bus stop at Hartson and Rebecca, and others use the street to walk to the STA bus stops. During peak hours I have seen the pedestrians and vehicle traffic competing for walking and driving space since the road is so narrow and, of course, without sidewalks. It becomes a big safety issue at times. There have been times when I walked out to the mailbox, I have felt unsafe because of vehicles zooming by without slowing

down. From walking in the neighborhood, I have noted we have several children and adults who must use wheelchairs, walkers, or canes, and would greatly benefit from a paved street with sidewalks.

I recently became aware, at certain times of the day, it is almost impossible to enter Freya from Eighth because of the traffic back-up that occurs at the three-way stop on Hartson and Freya. The vehicles that get stalled there on 8th waiting for a chance to pull out into the flow of traffic, especially, if needing to turn left, oftentimes give up, back up and turn around, then get out by way of Rebecca. I have had to do this a few times myself as I frequently drive up to 29th Avenue. This demonstrates the need for an alternate route but one that is safe and well-maintained.

And last but not least, aesthetically, the paving and upgrades would greatly improve the looks of our neighborhood, give us a stronger sense of pride, and increase the value of our homes and property.

Sincerely,

Connie S. Duncalfe

Connie S. Duncalfe

Curt Miller
3806 E 7th
Spokane, WA 99202

EXHIBIT NO. 11

November 22, 2012

Director of Engineering Services
Department of Engineering Services
808 W. Spokane Falls Blvd
Spokane WA 99201-3343

Re: Proposed Local Improvement District,
File Number 2012093
Parcel Number 35224.1111

I formally object to being included in this LID Assessment and formally object to the proposed LID itself. Our home (parcel) is not on the proposed traffic corridor. No benefit would accrue. On the contrary this proposed LID would detrimetally affect quality of life for our neighborhood and further deterioate property values. If this proposed LID comes to fruition all legal remedies for compensation will be evaluated.

Sincerely yours,

Curt Miller

RECEIVED
NOV 27 2012
HEARING EXAMINER

RECEIVED
NOV 26 2012
ENGINEERING SERVICES

CITY OF SPOKANE

OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
(509) 625-6350

January 31, 2013

City Clerk File No.:
ORD C34955

COUNCIL ACTION MEMORANDUM

RE: FIRST READING ORDINANCE C34955 RELATING TO MARIJUANA

During its 3:30 p.m. Administrative Session held Monday, January 28, 2013, upon review of the January 28 Current Agenda, the Spokane City Council took the following action:

> **Motion** by Council Member Snyder, seconded by Council Member Waldref, to defer First Reading Ordinance C34955 to February 4, 2013; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk

Agenda Sheet for City Council Meeting of: 01/28/2013		Date Rec'd	1/16/2013
		Clerk's File #	ORD C34955
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER, 509-625-6714 MIKE FAGAN	Project #	
Contact E-Mail	BSTUM@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 MARIJUANA ORDINANCE		

Agenda Wording

An ordinance relating to marijuana, amending SMC sections 1.05.210, 10.14.170, 10.14.220, and 10.15.100; and adopting a new section 10.02.065 to chapter 10.02 and a new section 10.15.220 to chapter 10.15 of the Spokane Municipal Code.

Summary (Background)

Provisions of state law regarding possession of marijuana were revised pursuant to passage of I-502. This ordinance amends provisions of the SMC to to be consistent with state law. The revisions amend the definition of marijuana to include the references to "marijuana," "usable marijuana," and "marijuana-infused products." The amendments also include an exception to possession of marijuana for a person 21 or older; and creates a civil infraction for open possession/consumption of marijuana.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	STUCKART, BEN	Study Session	Jan 2013
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Ordinance No. C- 34955

An ordinance relating to marijuana, amending SMC sections 1.05.210, 10.14.170, 10.14.220, and 10.15.100; and adopting a new section 10.02.065 to chapter 10.02 and a new section 10.15.220 to chapter 10.15 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 10.14.170 is amended to read as follows:

10.14.170 Water Skiing

A. Any person who shall operate a vessel which has in tow another person or persons on water skis, aquaplane or other similar device, and any person who shall operate such water skis, aquaplane or similar device in tow behind a vessel shall be deemed engaged in water skiing.

B. Any vessel engaged in water ski operations shall have, in addition to the vessel operator, an observer of at least ten years of age on board for the safety of the person or persons in tow.

C. It shall be unlawful to engage in water skiing during the period from one hour after sunset until one hour prior to sunrise.

D. No person or persons shall engage in water skiing within fifty feet of any boat launching ramp, motionless vessel, anchored vessel, trolling vessel, swimmer, safety buoy or shoreline.

E. Except on take-offs, no person or persons shall engage in water skiing operations between the safety buoy line and the shoreline. Any take-off from within the safety buoy line must be made outward and at right angles to the shoreline. At no time can such take-off cause risk or hazard to other vessels or persons on the water.

F. No vessel shall follow behind a person being towed on water skis, aquaplane or other similar device closer than three hundred feet, nor cross the towing vessel's bow by less than two hundred feet, nor come within one hundred feet of the person being towed.

G. The safety buoy line shall not be used as a slalom course.

H. No person shall operate any vessel, tow rope or other device by which the direction or location of a person on water skis, aquaplane or similar device may be affected or controlled in such a negligent manner as to endanger or be likely to endanger any person or property.

I. No person shall engage in water skiing while under the influence of any intoxicating liquor, narcotic drug, barbiturate, marijuana, usable marijuana, a marijuana-infused product or controlled substance as defined under chapter 69.50 RCW.

J. No person shall operate or permit to be operated any vessel used for towing water skiers or similar devices in which person(s) or objects are being towed above, in or on any waterway unless it shall have on board and display a warning flag.

1. A warning flag shall be bright red in color, measuring twelve inches on each side, mounted on a handle not less than twenty-four inches long and displayed as to be visible from every direction.

2. When anyone being towed by a vessel becomes disengaged from the tow line and is down in the water, a person in the vessel shall immediately hold the warning flag aloft, visible from all sides, as an indicator to other vessel in the area that a person is down in the water. As long as such person is in the water, the flag shall remain displayed to prevent danger to that person and hazards to passing vessels.

3. Such warning flag shall be displayed only under the conditions set forth in this section or when other imminent dangers exist.

K. Any vessel engaged in water skiing, aquaplaning or similar activity shall proceed in a counterclockwise direction of travel according to the waterway's topography.

Section 2. That SMC section 10.14.220 is amended to read as follows:

10.14.220 Operating a Vessel While ((~~Intoxicated~~)) Under the Influence - Prohibited

A. No person shall operate any vessel while under the influence of any intoxicating liquor, narcotic drug, barbiturate, marijuana, usable marijuana, a marijuana-infused product or any other substance as defined under chapter 69.50 RCW.

B. Determination of intoxication shall be by the same criteria as provided in RCW 46.61.506, or otherwise in the same manner as when an individual is alleged to be under the influence of an intoxicating liquor or drug while operating a motor vehicle

Section 3. That SMC section 10.15.100 is amended to read as follows:

10.15.100 Possession of Marijuana

It is unlawful for any person to possess forty grams or less of marijuana, except as provided pursuant to RCW 69.51(A) as now or hereafter amended. A person who violates this section is guilty of a misdemeanor. A conviction under this section shall be sentenced in accordance with the penalties prescribed under RCW 69.50.425 as now or hereafter amended. The possession, by a person twenty-one years of age or older, of useable marijuana or marijuana-infused products in amounts that do not exceed (a) one ounce of useable marijuana; (b) sixteen ounces of marijuana-infused product in solid form; or (c) seventy-two ounces of marijuana-infused product in liquid form is not a violation of this section.

Section 4. That there is adopted a new section 10.02.065 to chapter 10.02 of the Spokane Municipal Code to read as follows:

10.02.065 Marijuana, Useable Marijuana, or a Marijuana-Infused Product

The terms "marijuana", "useable marijuana", or "a marijuana-infused product" shall have the meaning as defined in RCW 69.50.101 as now or hereafter amended.

Section 5. That there is adopted a new section 10.15.220 to chapter 10.15 of the Spokane Municipal Code to read as follows:

10.15.220 Open Possession/Consumption of Marijuana, Usable Marijuana or a Marijuana-Infused Product

It is unlawful to open a package containing marijuana, useable marijuana, or a marijuana-infused product, or consume marijuana, useable marijuana, or a marijuana-infused product, in view of the general public. A person who violates this section is guilty of a class 3 civil infraction.

Section 6. That SMC section 1.05.210 is amended to read as follows:

1.05.210 Penalty Schedule – Personal Conduct

A. For each subsequent violation by a person the classification of infraction advances by one class.

B. Infraction/Violation Class.

SMC 1.05.210 Penalty Schedule - Personal Conduct	
Infraction	**Violation Class**

IFC 307.1	Open Burning	1
SMC 1.06.040	Act of Discrimination	1
SMC 10.03.060	Barking Dog	1
SMC 10.03.100	Offenses Relating to Safety and Sanitation	4
SMC 10.03.110	Allow Animal in Riverfront Park or Special Permitted Event Area when Banned	3
SMC 10.08.010	Deposit of Tobacco Product Capable of Being Lit	$500
SMC 10.08.010	Littering, Unlawful Disposal of Rubbish	1
SMC 10.08D.080 SMC 10.08D.090(C) SMC 10.08D.120 – First violation within a one year period	Noise Control	2
SMC 10.08.055	Purchase, Possession of Tobacco by Minor	3
SMC 10.08.100 SMC 10.08.120 SMC 10.08.140(B-D)	Homeless Encampment	1
SMC 10.08.246	Liquor Purchase by Apparently Intoxicated Person	$500
SMC 10.08A.040(D)	Failure to Respond – Chronic Nuisance	1
SMC 10.10.040 SMC 12.06.050 – SMC 12.06.080	Offending Peace and Order in Public Park	1
SMC 10.11.042	Not Having or Displaying Concealed Pistol License	1
SMC 10.15.115	Selling or Giving Drug Paraphernalia	1
SMC 10.15.220	Open Possession/Consumption of Marijuana, Usable Marijuana or Marijuana-Infused Products	3
SMC 10.17.030	Helmet Safety – Failure to Wear Approved Helmet	4
SMC 10.17.040	Helmet Safety – Failure to Require Wearing of Approved Helmets at Special Events	4
SMC 10.17.050	Helmet Safety – Failure to Rent, Lease, or Loan Approved Helmet	4
SMC 10.17.060	Helmet Safety – Failure to Sell or Offer to Sell Approved Helmet	4
SMC 10.24.010	Harbor Dog or Cat Without License	3
SMC 10.24.020	Permit Animal to Run at Large	3
SMC 10.24.040	Rabies	3
SMC 10.24.060	Property Damage by Animal	3

SMC 10.24.090	Sale of Animals	2
SMC 10.33A.055	Sell, Use, Discharge Fireworks	1
SMC 12.02.910 SMC 12.02.914	No Tree Permit; Destroy, Injure Street Tree, or Other Violations	1
SMC 17F.100.050	Disposal of Liquid Waste in Unapproved Place or Manner	1
SMC 17G.050.050	Ex Parte Contact with Adjudicative Officer	2

PASSED BY THE CITY COUNCIL ON _____, 2013.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	ORD C34956
		Renews #	
Submitting Dept	FINANCE	Cross Ref #	
Contact Name/Phone	KIM ORLOB 6369	Project #	
Contact E-Mail	KORLOB@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0410 - ORDINANCE - BUSINESS LICENSING PROCESS		

Agenda Wording

An ordinance relating to the business licensing process; amending SMC sections 8.01.020; 8.01.130; 8.01.180; 8.01.190; 8.02.0206; 8.02.0207; 8.01.230; and 8.01.280

Summary (Background)

The City recently contracted with the Washington State Department of Revenue to operate and maintain its Business Licensing Program effective Fall 2012, resulting in the need to amend the City's municipal code to reflect the change in processing.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	Finance Committee - multiple
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	gcooley@spokanecity.org	
For the Mayor	SANDERS, THERESA	tdunivant@spokanecity.org	
Additional Approvals		korlob@spokanecity.org	
Purchasing		eschoedel@spokanecity.org	
		mlewis@spokanecity.org	

ORDINANCE NO. C34956

AN ORDINANCE relating to the business licensing process; amending SMC sections 8.01.020; 8.01.130; 8.01.180; 8.01.190; 8.02.0206; 8.02.0207; 8.01.230; and 8.01.280.

WHEREAS, the City of Spokane recently contracted with the Washington State Department of Revenue for operating and maintaining its Business Licensing Program, effective Fall 2012; and

WHEREAS, as a result of this contract, it is necessary to amend the Spokane Municipal Code to reflect the change in processing; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 8.01.020 is amended as follows:

8.01.020 Definitions

Words are to be given their usual meaning except the following terms and their derivations have the meaning given when used in this chapter. 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. The word "shall" is always mandatory and not merely directory.

A. "Business" includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the City with the object of gain, benefit, or advantage to the registrant or to another person or class, directly or indirectly.

B. "Engaging in business" means commencing, conducting, or continuing in business, including delivery of goods and services, and the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

C. "Gross income" means the total income to the registering entity from engaging in business within the City without any deductions for taxes, bad debt, or other deductions. It is not computed separately for each individual partner, principal, employee, or other constituent part of the registrant.

D. "Itinerant Vendor", as used in this section is defined in SMC 10.40.010.

E. <u>"Non Profit Corporation" or "Non Profit Organization", means a corporation or organization:</u>

1. in which no part of the income can be distributed to its members, directors, or officers; and

2. that holds a income tax exemption status as provided in Section 501(c)(3) of the Internal Revenue Code, and as hereafter amended; or

3. that is specifically exempted from the requirement to apply for its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and as hereafter amended.

Where the term non profit organization is used, it is meant to include a non profit corporation.

F. ((~~E.~~)) "Personnel" means any person employed by or working for any business located within the City, and/or persons who perform any part of their duties within the City. This includes officer, owner, agent, or other staff function.

1. All officers, agents, dealers, LLC members, etc., of a corporation or business trust, and all partners of a partnership are counted as personnel within this definition.

2. A sole proprietor, owner, or spouse are counted as personnel.

3. Each part-time or each temporary person must be counted as one personnel.

4. Volunteers are not counted as personnel in determining the business registration fee.

G. ((F)). "Registrant" includes any person who:

1. engages in business,

2. is required to have a business license and/or registration,

3. is liable for any license fee, registration fee, or tax, or

4. performs any act for which a license fee, registration fee, or tax is imposed by this chapter.

Section 2. That SMC section 8.01.130 is amended as follows:

8.01.130 Term of Registration

A. A business registration is good for twelve months and must be renewed before expiration for the next twelve months.

B. In order to convert to the Washington State business licensing ((~~license~~)) service, the existing expiration date may be changed and the respective registration fees may be pro-rated to coincide with the state system. Thereafter, all new registrations will be issued for a term of twelve months after which the renewal of the registration may be pro-rated in order to comply wit the common expiration date setting of the business licensing service.

Section 3. That SMC section 8.01.180 is amended as follows:

8.01.180 Computation of Business Registration Fee

A. As fixed in SMC 8.02.0206, in addition to the basic registration fee, the total business registration fee due includes a per-person fee amount applied to ((~~is measured by~~)) the total number of personnel of the business.

B. All persons employed at each business location as of the time of a business registration renewal are to be counted in the number of personnel for registration fee purposes. As appropriate, such as in the case of a business with seasonal fluctuations in the work force, the number of personnel by which the fee is measured is the number shown upon the business payroll for each of the payroll periods during that year, added together and divided by the number of payroll periods.

C. In the case of a new business, the fee for the initial business registration is based upon the registrant's estimated number of personnel.

Section 4. That SMC section 8.01.190 is amended as follows:

8.01.190 Fee Reduction

A reduced fee for renewal of a business registration in an amount stated in SMC 8.02.0206 may be granted to persons upon application under either of the following circumstances:

A. Low Gross Income.
Registrants whose gross income does not exceed eighteen thousand dollars per calendar year or prorated for a partial calendar year are entitled to a reduced business registration fee as specified in SMC 8.02.0206. Any applicant for a reduced fee registration must present sufficient proof of gross income to the City of Spokane taxes and licenses division that income earned from business

activities in the City is below required limits. Proof of income must be shown by filed tax returns from the prior year.

B. Non-Profit ((~~Entities~~)) Corporations or Organizations as defined in SMC 8.01.020E.
Effective June 1, 2013, businesses to which SMC 8.01.090 does not apply, and which are required to hold a city business registration under this chapter, but meet the definition of a non profit corporation or organization as defined in SMC 8.01.020E ((~~Non profit entities which have received certification from the state and/or federal government~~)) are entitled to be issued a "nonprofit" business registration with a reduced business registration fee as specified in SMC 8.02.0206. Any applicant claiming ((~~for~~)) a reduced fee nonprofit registration must present sufficient proof of status as a 501(c)(3) organization under the Internal Revenue Code. ((~~non-profit status as granted by the state or federal government.~~))

Section 5. That SMC section 8.01.230 is amended as follows:

8.01.230 Name or Location Change

If a business changes names or locations during a registration year, it must notify the Washington State business licensing ((~~license~~)) service and obtain a new registration document to display in the place of business which reflects the change of name or location. A change of location may require the filing of a new application through the business licensing ((~~license~~)) service, as described in this chapter.

Section 6. That SMC section 8.01.280 is amended as follows:

8.01.280 Delinquent Payment

If a registration is not renewed on time, a penalty may be assessed by the Washington State business licensing ((~~license~~)) service as provided in RCW 19.02.085.

Section 7. That SMC section 8.02.0206 is amended as follows:

8.02.0206 Business Registration

A. A regular business registration basic fee is one hundred ten dollars per twelve-month period. ((~~The fee to register each unique name that identifies the business is twenty dollars per twelve-month period.~~))

B. The basic fee for a nonresident business registration is one hundred ten dollars per twelve-month period.

C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):

1. Businesses with fewer ((~~Fewer~~)) than six personnel in total: Ten dollars per person.

2. Businesses with ((~~From~~)) six to ten personnel in total: Fifteen dollars per person.

3. Businesses with more ((~~More~~)) than ten personnel in total: Twenty dollars per person.

D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing ((~~license~~)) service within thirty days of such event. The new owner must file an application with the Washington State business licensing ((~~license~~)) service to acquire a new registration, as provided in chapter 8.01 SMC.

E. For businesses qualifying under SMC 8.01.190(A) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all ((~~in addition to any~~)) applicable personnel, inspection, or other applicable fees or charges apply in full.

F. For businesses qualifying under SMC 8.01.190(B) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee and the applicable personnel fee is one-half of the amounts outlined in subsection C.

G. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the various business registration fees set forth above shall be adjusted by the City of Spokane treasurer's office for an amount equal to the consumer price index adjustment of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the city council for approval and a copy of the approved fees filed with the city treasurer before becoming effective. The annual fee adjustment shall not apply to the additional fee per personnel set forth in subsection (C) of this section.

Section 8. That SMC section 8.02.0207 is amended as follows:

8.02.0207 New Business – Fire Department Safety Evaluations

A. The safety evaluation fee((~~s~~)) for fire department safety evaluations of new businesses: ((~~are the following~~:)) Ninety dollars.

((~~1. Processing fee for evaluation of low hazard general office operations: Twenty-five dollars.~~

~~a. Exceptions:~~

~~i. Home businesses where customers do not come to the residence.~~

~~ii. Peddlers or vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.~~

~~2. Safety evaluation fee (which includes the processing fee): Ninety dollars~~))

1. ((~~a~~.)) Exceptions:

a. ((~~i.~~)) Home businesses where customers do not come to the residence.

b. ((~~ii~~)) ((~~Peddlers~~)) Itinerant Vendors or vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.

c. ((~~iii~~)) Low hazard is defined as "general business office" operations where no ignition sources, flammable liquids, gases, or solids are present (i.e.: insurance office, tax consultant, attorney, accountant, therapy, hair/nail salon, coffee/ espresso stands, photography studios, etc.).

B. Businesses originally categorized as low hazard general office operations that were later determined to be a higher hazard by the fire department will be charged a sixty-five dollar safety evaluation fee in addition to the processing fee for the fire safety site inspection.

Passed by the City Council on _____.

_____
Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date

Agenda Sheet for City Council Meeting of: 02/04/2013		Date Rec'd	1/23/2013
		Clerk's File #	ORD C34957
		Renews #	
Submitting Dept	SPOKANE REGIONAL SOLID WASTE SYSTEM	Cross Ref #	
Contact Name/Phone	KEN GIMPEL 625-6532	Project #	
Contact E-Mail	KGIMPEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4490 ADJUSTING SOLID WASTE DISPOSAL RATES		

Agenda Wording

Adjusting solid waste disposal rates at the waste to energy facility and transfer stations from $107 per ton to $98 per ton, and increasing the minimum charge from $7 to $15.

Summary (Background)

In an effort to control cost and reduce solid waste disposal fees, the Spokane Regional Solid Waste System (SRSWS) has proposed a $9 per ton fee reduction. There will continue to be an additional $5 per ton fee for waste delivered to the Valley and North County Transfer Stations, making the fee $103 per ton at the transfer stations. These are the same tipping fees that were in place from 2002 until 2011 and will be the first tipping fee decrease since SRSWS was formed in 1989. On January 1, 2014, the tipping fee and minimum fee will be adjusted by CPI.

The tipping fee reduction represents an approximate revenue reduction of $2.7 million per year. However, the reduced tip fee represents approximately $1.2 million annual savings to the Solid Waste Management Department and increasing the minimum fee to $15 represents approximately $1.1 million additional revenue. We anticipate small volume self-haul transactions will be reduced by approximately 20% providing additional operational cost savings.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	GIMPEL, KEN	**Study Session**	Public Works Cmte 1/14/13
Division Director	ROMERO, RICK	**Other**	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	jshaw@spokanecity.org	
Additional Approvals		rmenke@spokanecity.org	
Purchasing			

ORDINANCE NO. C34957

AN ORDINANCE relating to solid waste disposal fees; amending SMC sections 13.02.0528 and 13.02.0560, repealing SMC section 13.02.0564, and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker Trucks

A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.

2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction facility that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.

3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.

4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.
Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

1. Nonpacker, single-axle, truck, and driver: Twenty-one dollars forty-nine cents.

   a. Each extra person: Seventeen dollars eighty-nine cents.

2. Tandem-axle truck, driver, and loader: Twenty-nine dollars eighty-five cents.

C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, ((~~based on one hundred four dollars per ton when delivered to the waste-to-energy plant.~~)) <u>as shown in SMC</u>

13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

((~~1. Minimum disposal charge will be twenty-six dollars (one-quarter of one hundred four dollars) if delivered at the waste-to-energy plant.~~

~~2. Fees at the Colbert and Sullivan Road transfer stations are five dollars per ton more, to help pay the costs associated with moving the tonnage to the regional waste-to-energy facility.~~

~~[Cross Reference: SMC 13.02.0224(D)]~~))

D. Overtime Periods.
When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 2. That SMC 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

((~~For solid waste delivered to a City disposal facility (landfill, transfer station, or waste-to-energy plant), the following charges shall be made:~~))

A. ((~~Minimum charge of seven dollars per vehicle (for a load up to one hundred twenty pounds), thereafter charged at a rate of:~~

~~2012: one hundred four dollars per ton;~~

~~2013: one hundred seven dollars per ton;~~

~~2014: one hundred ten dollars per ton.~~))

For solid waste delivered to the waste-to-energy plant, the charge shall be ninety-eight dollars per ton, with a minimum charge of fifteen dollars per vehicle.

B. ((~~For debris to be placed in lined landfill:~~

~~2012: one hundred four dollars per ton;~~

~~2013: one hundred seven dollars per ton;~~

~~2014: one hundred ten dollars per ton.~~))

For solid waste delivered to the northside landfill, the charge shall be ninety-eight dollars per ton, with a minimum charge of fifteen dollars per vehicle.

C. ((~~For waste from nonprofit generator accounts:~~

~~2012: sixty seven dollars sixty cents per ton;~~

~~2013: sixty nine dollars fifty five cents per ton;~~

~~2014: seventy one dollars fifty cents per ton.~~

~~Provided,~~

~~1. such generators identify themselves as IRC Section 501(c)(3) approved nonprofit enterprises or similar proof of qualification to the department; and~~

~~2. the waste is the product of the nonprofit business activities, which include waste reduction or recycling as a major component of their operations.~~))

For solid waste delivered to a transfer station, the charge shall be one hundred three dollars per ton, with a minimum charge of fifteen dollars per vehicle.

D. ((~~One hundred sixty-five dollars per ton for waste requiring special handling, as determined by the director of the Spokane regional solid waste system.~~)) For solid waste delivered to any of the above facilities, which the director determines requires special handling, the charge shall be one hundred sixty five dollars per ton, with a minimum charge of twenty dollars per vehicle.

E. ((~~For general mixed solid waste delivered to transfer stations by state-certified haulers, other non-generator haulers, or commercial business generators:~~

~~2012: one hundred nine dollars per ton;~~

~~2013: one hundred twelve dollars per ton;~~

~~2014: one hundred fifteen dollars per ton.~~))

For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable tonnage charge shall be reduced by thirty-five percent, with a minimum charge of fifteen dollars per vehicle,

1. The generator shall identify itself as a section 501(c)(3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.

2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

F. The above rates are effective from May 1, 2013 through December 31, 2013. Effective January 1, 2014 and each year thereafter, the above rates and minimum charges will each be adjusted to reflect increases in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, all items, not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (hereafter the Index). In the event the Index stays the same or decreases, no rate adjustment will be made. The period for computing the change will be the first half of the just completed year, compared to the first half of 2012 (Base Index). The value of the Index for the first half of 2012, the Base Index, was 228.850.

Example calculation of rate for year *n*:

Assume Index for first half of year *n-1*	236.000
Divided by Base Index	228.850
Equals	1.03124

This means that the base price will be increased by 3.124 percent.

Base Price	$98.00
Multiplied by	1.03124
Equals adjusted price	$101.06

Section 3. That SMC section 13.02.0564 is repealed.

Section 4. Effective Date. This ordinance shall take effect and be in force on May 1, 2013.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date