

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that — decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, APRIL 27, 2015

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 CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers for April 27, 2015:

User Name: **COS Guest**

Password: **rAceVu2r**

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

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh 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.	Renew Value Blanket Order with Haskins Steel (Spokane, WA) for Miscellaneous Stock Steel for multiple departments in the City—Estimated annual expenditure \$200,000 (incl. tax).	Approve	OPR 2015-0330 BID 3927-13
2.	Additional Purchase of two dump bodies with accessories from Freedom Truck Center (Spokane, WA) by the Fleet Services Department as replacement units for the Street Department—\$77,109.61 (incl. tax).	Approve	OPR 2009-0619 BID 3602-09
3.	2015 Blanket Order for approximately 150,000 lbs. of Rubberized Asphalt Crack Sealant from Special Asphalt Products Inc. (Spokane, WA) using WA State Contract No. 01211—Estimated annual expenditure \$140,000 (incl. tax).	Approve	OPR 2015-0331
4.	Purchase of Superheater Pendants and required ancillary parts from Helfrich Brothers (Lawrence, MA)—not to exceed \$1,280,000 (incl. tax).	Approve	OPR 2015-0332 BID 4074-14

5.	Value Blanket Order Extension with GALLS dba Blumenthal's Uniform Co. (SeaTac, WA) to purchase jumpsuits for the Spokane Police Department from April 1, 2015 to December 31, 2015—Estimated annual expense is \$150,000.	Approve	OPR 2014-0367
6.	Property acquisitions necessary for the construction of the University District Pedestrian Bridge:	Approve All	ENG 2012119
	a. Six parcels from Donald M Oliveri—\$325,750.		OPR 2015-0333
	b. Ten parcels from Judd Family Properties, LLC (Spokane, WA)—\$775,482.56 plus closing costs.		OPR 2015-0334
	c. Four parcels from Taylor Family Properties, LLC (Spokane, WA)—\$577,367.50 plus closing costs.		OPR 2015-0335
7.	Contract with Ramey Construction Company, Inc. (Spokane, WA) for tenant improvements for the former Spokane Visitors Center at 201 West Main Avenue for the benefit of the University of Washington—\$117,460 plus an administrative reserve of \$2,540 for a total amount not to exceed \$120,000.	Approve	OPR 2015-0336
8.	Amendment No. 5 to Cable Educational Access Agreement with Friends of KSPS—up to \$88,000.	Approve	OPR 2007-0767
9.	Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through April 20, 2015, total \$9,065,469.24, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,816,583.10.	Approve & Authorize Payments	CPR 2015-0002
10.	City Council Meeting Minutes: (a) April 13, 2015 and (b) April 16, 2015.	Approve All	CPR 2015-0013
11.	Agreement with American Medical Response Ambulance Service (Spokane, WA) to provide ambulance transport when requested by the Fire Department from June 1, 2015 through May 31, 2020—\$300,000 per year. (Deferred from April 20, 2015, Agenda)	Approve	OPR 2015-0314 BID 4060-14

Staff requests motion to suspend Council Rules to add the following items (OPR 2015-0367, OPR 2015-0368):

12. Requests to submit applications for grant funding to: **Approve All**
- a. Seattle-King County Department of Health for Automatic External Defibrillators—Estimated revenue \$20,000. **OPR 2015-0367**
 - b. Department of Justice for Bullet Proof Vest Partnership for FY2015—\$30,000 revenue. **OPR 2015-0368**

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENT**RECOMMENDATION**

Historic Landmarks Commission: One Appointment

Confirm

CPR 1981-0122

Bicycle Advisory Board: One Appointment

Confirm

CPR 1992-0059

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**NO EMERGENCY BUDGET ORDINANCES****NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)**The following item has been deferred indefinitely:**

RES 2014-0049 ~~Requesting the Spokane County Auditor to hold a special election in conjunction with the scheduled general election to submit to the voters of the City of Spokane two advisory vote propositions regarding the working status and compensation for the positions of council president and council members. (Deferred for one year, from April 28, 2014, Agenda to April 27, 2015, Agenda)~~

RES 2015-0042 Declaring Casne Engineering (Spokane, WA) the sole source for the
OPR 2015-0340 completion of the Riverside Park Water Reclamation Facility plant-wide
Supervisory Control and Data Acquisition system upgrade and

associated Process Instrumentation and Control System programming and authorizing contract execution—\$96,500, plus 10% management reserve.

The following item (RES 2015-0043) has been deferred to May 4, 2015, Agenda:

RES 2015-0043 ~~Regarding 2016 Budget Priorities.~~

RES 2015-0044 Regarding support for the continued development of TheZone project in Northeast Spokane.

The following item (RES 2015-0046) has been deferred to May 4, 2015, Agenda to correspond with Final Reading of ORD C35254.

RES 2015-0046 ~~Requesting the Spokane County Auditor to hold a special election on August 4, 2015 in conjunction with the scheduled primary election to submit to the electors of the City of Spokane a proposition regarding amendments to Sections 5, 6, 7 and 8 of the Spokane City Charter and adopting a new Article XVII to the City Charter, all relating to the Spokane Municipal Court and municipal court judges. (Relates to First Reading Ordinance C35254)~~

The following item (RES 2015-0047) was added by suspension of the Council Rules on April 20, 2015:

RES 2015-0047 Opposing the passage of any trade promotion legislation that would facilitate approval of the TPP and TTIP trade agreements.

ORD C35239 Relating to the Community Housing and Human Services Board and amending SMC section 4.34.030. (Deferred from March 16, 2015, Agenda)

ORD C35249 Amending Ordinance C28930 vacating Montgomery Avenue from Maple Street to Northwest Boulevard.

ORD C35251 Relating to imprest accounts, amending SMC sections 07.03.040, 07.03.050, 07.03.060, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.134, 07.03.150, 07.03.162, 07.03.170, 07.03.190, and 07.03.200; repealing SMC sections 07.03.156, 07.03.180, 07.03.300, and 07.03.310; and adding a new section to be numbered 07.03.171.

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35252 Relating to regulation of Short Term Rentals; amending SMC 1.05.160, 17C.110, 17C.190, 17C.315, Section 10; adopting new Chapter 17C.316 SMC and setting an effective date.

ORD C35254 Submitting a ballot proposition to the voters of the City of Spokane amending Sections 5, 6, 7 and 8 of the Spokane City Charter and adopting a new Article XVII to the City Charter, all relating to the

Spokane Municipal Court and municipal court judges. (Relates to Resolution 2015-0046)

ORD C35255 Relating to the organizational status of the Municipal Court; adopting a new chapter 5A.16 and adopting a new section 5A.16.010 of the Spokane Municipal Code.

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1.	Resolution 2015-0045 approving the 2015-2020 Consolidated Plan and 2015 Action Plan Component for Title 1 CDBG funds, HOME funds, and ESG funds.	Adopt	RES 2015-0045
H2.	a. Vacation of the alley between Garfield Street and Scott Street from the south line of 43 rd Avenue to the north line of 44 th Avenue, requested by Black & Warrick, LLC.	Approve Subject to Conditions	
	b. First Reading Ordinance C35250 vacating the alley between Garfield Street and Scott Street, from the south line of 43rd Avenue to the north line of 44th Avenue.	Further Action Deferred	ORD C35250
H3.	a. Vacation of a portion of existing right-of-way bordered by Erie Street, Front Avenue and vacated Ivory Street as requested by City of Spokane.	Approve Subject to Conditions	
	b. First Reading Ordinance C35253 vacating a portion of existing right-of-way bordered by Erie Street, Front Avenue and vacated Ivory Street.	Further Action Deferred	ORD C35253

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 April 27, 2015, Regular Legislative Session of the City Council is adjourned to May 4, 2015.

NOTES

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

04/27/2015

<u>Date Rec'd</u>	4/14/2015
<u>Clerk's File #</u>	OPR 2015-0330
<u>Renews #</u>	OPR #2014-0324
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #3927-13
<u>Requisition #</u>	VALUE BLANKET ORDER

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	CHRIS PETERSCHMIDT 625-7803
<u>Contact E-Mail</u>	CPETERSCHMIDT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4100-WATER RENEWAL OF VB FOR MISC STOCK STEEL

Agenda Wording

Renew Value Blanket Order with Haskins Steel (Spokane, WA) for Miscellaneous Stock Steel for the City of Spokane Departments - estimated annual expenditure \$200,000.00 including tax

Summary (Background)

On March 25, 2013 sealed bids were opened to provide the City of Spokane with an annual supply of miscellaneous stock steel to be purchased as needed throughout the year. The bid allowed for four (4) one-year renewals - this is the second renewal.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 200,000.00	# various
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 4/13/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA	Taxes & Licenses	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Water Department
April 13, 2015

Subject

Blanket Order for purchase of miscellaneous stock steel from Haskins Steel, Inc., Spokane; as per BID# 3927-13. This Value Blanket Order is for multiple departments in the City of Spokane – estimated annual expenditure is \$200,000.00 including tax. (The Water Department is the main user of this Value Blanket)

Background

On Monday March 25th, 2013 sealed bids were opened to provide the city of Spokane with an annual supply of Miscellaneous Stock Steel to be purchased as needed throughout the year. One response was received. This is the second of four renewals of the Value Blanket. Haskins Steel has been providing the City of Spokane with stock steel for many years and their product and service has been excellent.

Impact

Renewal of the Blanket Order will provide raw material needed in the fabrication and repair of tools, equipment and various water main fittings

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

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

04/27/2015

<u>Date Rec'd</u>	4/14/2015
<u>Clerk's File #</u>	OPR 2009-0619
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #3602-09
<u>Requisition #</u>	RE# 17308

<u>Submitting Dept</u>	FLEET SERVICES
<u>Contact Name/Phone</u>	GENE JAKUBCZAK 625-7865
<u>Contact E-Mail</u>	GJAKUBCZAK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-FLEET ADDT'L PURCHASE OF DUMP TRUCK BODIES

Agenda Wording

Additional purchase of two (2) dump bodies with accessories from FREEDOM TRUCK CENTER (Spokane, Wa) from a June 2009 bid - \$77,109.61 including tax

Summary (Background)

On July 27, 2009, City Council awarded Bid #3602-09 for the purchase of three (3) more dump bodies to Freedom Truck Center. Subsequently Fleet Services has identified an additional need for two (2) more dump bodies. These dump bodies will be replacement units for the Street Department. The vendor has agreed to hold the price originally quoted for this purchase.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 77,109.61	#	5110-71400-94000-56413
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUTZ, LORIE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 4/13/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA*	gjakubczak	
<u>Additional Approvals</u>		Fleetservices	
<u>Purchasing</u>	PRINCE, THEA	Taxes & Licenses	

BRIEFING PAPER
Public Works Committee
Fleet Services
April 13, 2015

Subject

Purchase of two (2) flatbed dump bodies with options for the Street Department for \$77,109.61 (tax incl.) as replacement units from Freedom Truck Centers of Spokane.

Background

The flatbed dump bodies are being purchased utilizing the terms of bid #3602-09 for dump truck bodies.

Impact

These units will replace trucks in the Street Department's fleet that have reached the end of their economic service life. The truck chassis are being purchased separately.

Action

Recommend approval.

Funding

Funding is available in the Street department's 2015 replacement fund budget.

**FLEET SERVICES
MEMORANDUM**

April 16, 2015

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: BID # 3602-09, Additional Purchase, Dump Truck Body

This is an additional purchase under the terms of bid #3602-09. The vendor has agreed to hold the prices from the 2009 bid.

These are replacement units for the Street Department.

Units 428455, 428456
RE 17308

QTY	ITEM	EACH	TOTAL
2	Crysteel 16' dump body	\$29,981.00	\$59,962.00
OPTIONS			
2	Option B - Optional hydraulic system for snow plow and sander operation	\$8,542.00	\$17,084.00
2	Option G - Heavy duty eq. trailer hitch	\$751.00	\$1,502.00
1	Total as bid	\$39,274.00	\$78,548.00
2	Change order - Load sensing hydraulics in lieu of as bid	\$4,564.00	\$9,128.00
2	Change order - 18' platform body in lieu of dump body	\$(8,369.00)	\$(16,738.00)
SUB-TOTAL		\$35,469.00	\$70,938.00
Tax	@ 8.7%		\$6,171.61
TOTAL			\$77,109.61

cc: Shane Thornton

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

04/27/2015

<u>Date Rec'd</u>	4/14/2015
<u>Clerk's File #</u>	OPR 2015-0331
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONTRACT
<u>Requisition #</u>	RE #17326

<u>Submitting Dept</u>	STREET
<u>Contact Name/Phone</u>	MARK SERBOUSEK 509-232-8810
<u>Contact E-Mail</u>	MSERBOUSEK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1100-STREET PURCHASE OF CRACK SEALANT

Agenda Wording

Approval of 2015 Blanket Order for Rubberized Asphalt Crack Sealant from Special Asphalt Products Inc. (Spokane, WA) using WA State Contract #01211 for approximately 150,000 lbs - estimated annual expenditure - \$140,000.00 including tax

Summary (Background)

Crack sealant is one of the pavement preservation tools that the Street Department uses to extend the life of the roadways within the City. With the passing of the Transportation Benefit District's (TBD) \$20 Dollar license tab fee and the recommendation of the Citizen's Transportation Advisory Board (CTAB) we now crack seal both arterial and residential streets. This has increased the amount of rubberized asphalt crack sealant material used this year.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 140,223.00	#	1100-21700-42300-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC - 4/13/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA	Taxes & Licenses	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
April 13, 2015

Subject

Annual Blanket Orders for Rubber Crack sealant from Special Asphalt Products Inc., Spokane WA, using the Washington State contract (#01211).

Background

Crack sealant is one of the pavement preservation tools that the Street Department uses to extend life of the roadways within the city. With the passing of the Transportation Benefit District's (TBD) \$20 dollar license tab fee and the recommendation of the Citizens' Transportation Advisory Board (CTAB) we now crack seal both Arterial and residential streets. This has increased the amount of rubberized asphalt crack sealant material used each year. The street Department plans to purchase 150,000 pounds of crack sealant for this construction year.

Impact

The total cost to the Street Department for the quantity noted above will be approximately \$140,000 including tax.

Action

Recommend approval.

Funding

Funding for this material is programmed into the Street Departments 2015 operation and maintenance budget and the 2015 TBD program.

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	OPR 2015-0332
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	BID #4074-14
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE#17328
<u>Agenda Item Name</u>	4491-WASTE TO ENERGY PURCHASE OF SUPERHEATER PENDANTS & PARTS		

Agenda Wording

Purchase of Superheater Pendants and required ancillary parts from Helfrich Brothers (Lawrence, MA) - not to exceed \$1,280,000.00 including tax

Summary (Background)

A Request For Bids was issued on October, 2014 for Miscellaneous Boiler Tubes and was awarded to Helfrich Brothers OPR #2014-0755. As a part of that Request For Bids was an option for the purchase of other Boiler Tubes and related products not specifically listed at a % off list. Helfrich Brothers indicated a 5% percentage off other like products. This purchase will allow for the replacement of the Superheaters in one boiler. Replacing the superheaters on a regular basis reduces the

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,280,000.00	#	4490-44100-37148-54850-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GIMPEL, KEN*	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 4/13/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA*	lbutz@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	Taxes & Licenses	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

potential for unscheduled outages which are very costly.

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

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
April 13, 2015

Subject

Value Blanket for purchase of Superheater Pendants and required ancillary parts for the Waste to Energy facility. Price not to exceed \$1,280,000.00, taxes included.

Background

Super heaters, super heat steam generated in the Waste to Energy boilers increasing the steam temperature and drying the steam, increasing the amount of energy that can be realized from the steam as it is used in the facilities Turbine Generator. Included in this purchase are items needed for installation; rapper bars, shielding, and casing metal.

While sections of superheaters are removed and replaced as needed during scheduled outages, every 2 to 3 years they must be entirely replaced. This purchase will allow for the replacement of the superheaters in one boiler. Parts for the Superheater in the second boiler will be purchased and installed in 2016.

Request for Bids #4074-14 was issued in October 2014, and included a line item which requested that the bidders provide a percentage discount off the list price for additional tube and related items that were not listed in the RFP. Helfrich Brothers Boiler Works was the lowest cost bidder to RFB #4074-14, and listed 5% discount off additional tube and tube related items. The pricing listed here includes the 5% discount from the list price.

This is a purchase of parts and materials only. Boilermaker labor for installation of the superheaters will be competitively bid separately.

Impact

Replacing the superheaters on a regular basis reduces the potential for unscheduled outages that are very costly.

Action

Recommend approval of this purchase.

Funding

Funding for this purchase is included in the 2015 repair and maintenance budget for the waste to energy facility.

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	OPR 2014-0367
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	0680-GALLS DBA BLUMENTHAL'S UNIFORM CO. - JUMPSUITS

Agenda Wording

Value Blanket extension (VB300526) with GALLS dba Blumenthal's Uniform Co. (SEATAC) to purchase jumpsuits for the Spokane Police Department. Estimated annual expense is \$150,000.00.

Summary (Background)

SPD would like to purchase approximately 250 jumpsuits from Blumenthal's as part of the replacement policy and for new hires. The value blanket is for light, mid-weight and heavy weight jumpsuits. It also covers alterations. The VB extension term is from 04/01/2015 to 12/31/2015. The purchase will be utilizing WA state contract #06810.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 150,000.00	# 0680-30210-21920-53202
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
DOBROW, RICK	PSC - 03/16/2015
<u>Division Director</u>	<u>Other</u>
STRAUB, FRANK	
<u>Finance</u>	<u>Distribution List</u>
SALSTROM, JOHN	achirowamangu
<u>Legal</u>	
WHALEY, HUNT	
<u>For the Mayor</u>	kclaar
SANDERS, THERESA	
<u>Additional Approvals</u>	mmartinez
<u>Purchasing</u>	ewade
WAHL, CONNIE	slynds
	cwahl

Briefing Paper
City of Spokane
Spokane Police Department
Blumenthal's Jumpsuit Contract
3/16/2015

Subject

Value Blanket with Blumenthal Uniforms Co. for police jumpsuits.

Background

A contract with Blumenthal Uniform Co. that includes light, mid-weight, and heavy jumpsuits are essential gear for police officers.

Value Blanket term is 04/01/15-12/31/15. The contract term is less than a year in order for SPD to sync the uniforms and jumpsuit contracts. The value blanket is utilizing Blumenthal's WA state contract # 06810. Estimated VB amount is \$150,000.00. The department would like to purchase approximately 250 jumpsuits per year. The amount also includes alterations and sales tax.

Action

Approve jumpsuit value blanket contract with Blumenthal Uniforms Co. for jumpsuits.

Funding

General fund

Hi Angie,

We would be glad to extend the contract through the end of this year without any changes.

Mitch

From: Chirowamangu, Angeline [<mailto:achirowamangu@spokanecity.org>]

Sent: Thursday, March 19, 2015 7:45 AM

To: Mitch Blumenthal

Cc: Kiley Lyons; Wahl, Connie

Subject: Jumpsuits Contract Extension

Importance: High

Hi Mitch,

We would like to extend our jumpsuits contract which expires on 03/31/15 for 9 months; from April 1, 2015 to December 31, 2015. Please let me know if there are any changes incorporated in the contract extension.

Thank you.



Angie Chirowamangu | Spokane Police Department | Accountant
509.625.4072 | achirowamangu@spokanepolice.org | spokanecitypolice.org



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Department of Enterprise Services

Master Contracts & Consulting - Customer Service (360) 407-2210 or contractingandpurchasing@des.wa.gov

Uniforms and Accessories (WSP, Emergency

Contract#: 06810 **Replaces:** 00603 and 09403

Contract provides uniforms for correctional, law enforcement, fire, and other emergency services personnel.

custom made uniforms for State Patrol, Fish and Wildlife and Parks, including boots, hats and all weather gear. tactical and battle. Off the shelf uniform items (trousers, shirts, pants, shoes, gloves, sweaters, vests) for other users. Law enforcement accessories (police, fire fighter, EMT) such as cuffs, holsters, badge holders, jackets, leg irons, belts, mace holders, lanyards. Includes sewing alterations, hemming, repair, silk screening, etc.

Current Term Start Date: 11-01-2013 **Award Date:** 11-01-2011

Est. Annual Worth: \$588,155

Current Term Stop Date: 10-31-2015 **Final Term End On:** 10-31-2017

Commodity Code(s): 200-85 ,200-86 ,200-88 ,201-47 ,201-65

Diversity: 0% WBE 2% MBE

of Bids Received: 4

Who can use this contract?

Washington State agencies

Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)

Participating Colleges, Universities, Community & Technical Colleges

Oregon Coop Members

Contract Documents & Resources

Current Contract Information (CCI)

Contract Comments

Pricing & Ordering Information

Vendor and Contract Performance Feedback

Specifications

Best-buy Notification

Solicitation Document - Original

Solicitation Amendment

Solicitation Results Summary - Bid Tab

Award Memo

Contractors(s):

BLUMENTHAL UNIFORMS

CHOUGH, INC

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

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

04/27/2015

<u>Date Rec'd</u>	4/14/2015
<u>Clerk's File #</u>	OPR 2015-0333
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID STEELE 625-6064	<u>Project #</u>	2012119
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15421
<u>Agenda Item Name</u>	5900 - WARRANTY DEED - DONALD M OLIVERI		

Agenda Wording

Property acquisition of six parcels from Donald M Oliveri, necessary for the construction of the University District Pedestrian Bridge in the amount of \$325,750.00.

Summary (Background)

The City of Spokane is currently in the process of acquiring the necessary right-of-way for the construction of the pedestrian bridge. This agreement provides for the purchase of six contiguous parcels currently owned by Donald Oliveri. These parcels account for a portion of the last significant acquisition of the pedestrian bridges south landing area and are critical to the construction of the bridge. Donald M. Oliveri will also be eligible for a variety of relocation and re-establishment

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 325,750.00	#	3200-95023-95200-56102-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 4/20/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	dsteele@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		jsalstrom@spokanecity.org	
		jahensley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

funds not to exceed \$55,000.00 per Federal relocation guidelines.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Asset Management Group
Monday, April 20, 2015

Subject:

Property acquisition of 19 parcels necessary for the construction of the University District Pedestrian Bridge.

Background:

The City of Spokane is currently in the process of acquiring the necessary right of way for the construction of the pedestrian bridge. There are three additional ownerships identified as necessary for the construction of the south landing with each owner controlling multiple parcels. These agreements provide for the purchase of 19 contiguous parcels currently owned by General Amusement, Judd Family Trucking, and the Taylor Family Trust.

These parcels account for the last significant acquisitions of the pedestrian bridges south landing area and are critical to the construction of the bridge. Each of these owners will also be eligible for a variety of relocation and re-establishment funds per Federal relocation guidelines.

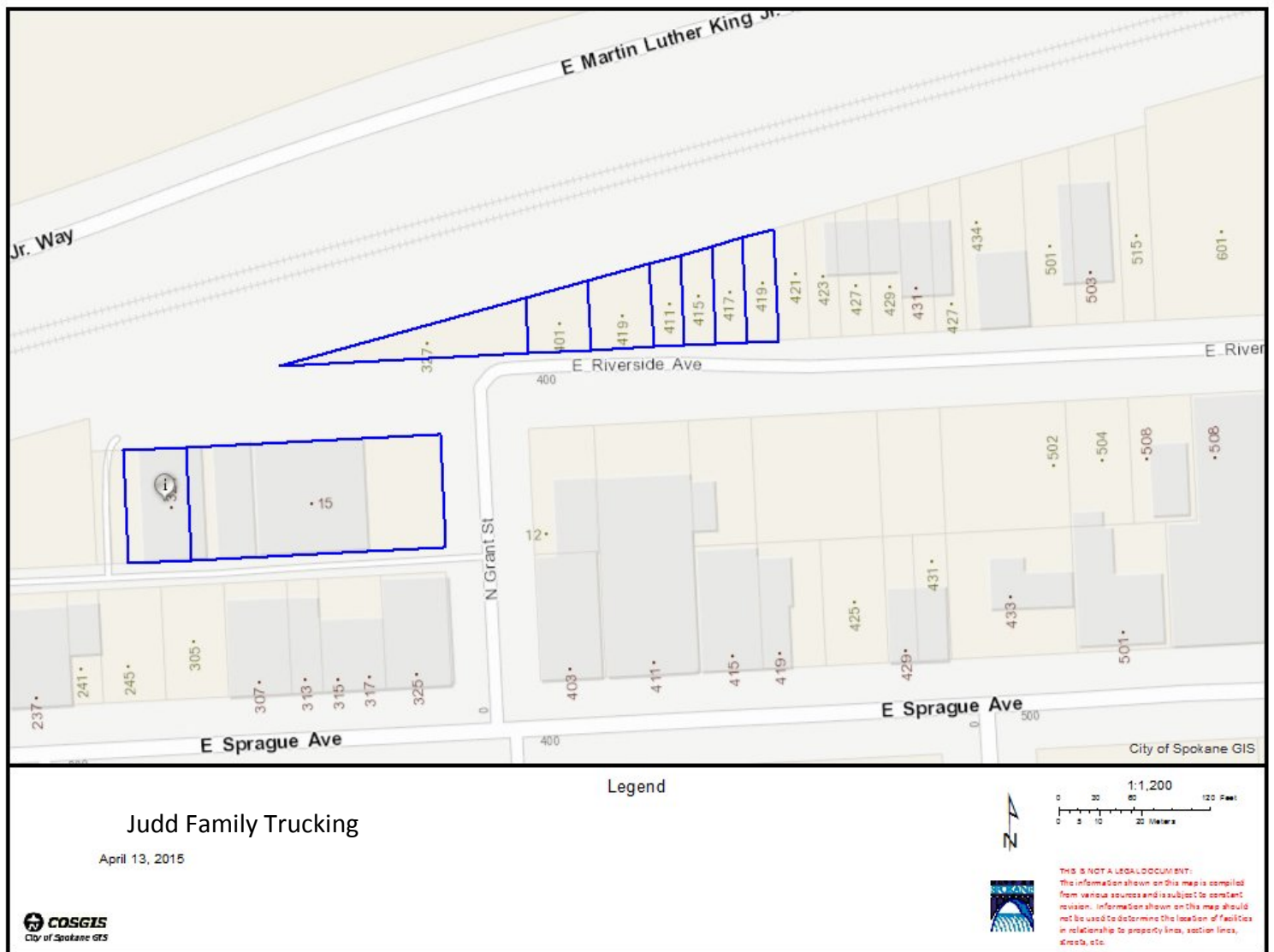
With these acquisitions complete, there is one significant acquisition remaining in the North landing area (Washington State University) to complete this phase of the project.

Impact:

The acquisition of these properties provides the right-of-way needed to construct the Pedestrian Bridge landing area on the south end of the project. Without these parcels the project cannot move forward.

Action:

Approval of the Property Acquisition

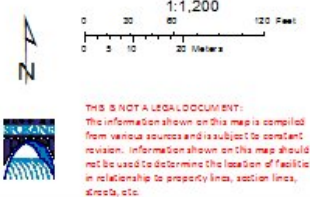




Legend

General Amusement

April 13, 2015

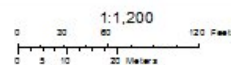




Legend

Taylor Family Trust

April 13, 2015



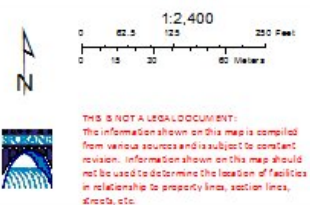
THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streams, etc.



Legend

Extent

April 14, 2015



After recording return document to:
City of Spokane
Engineering Services
2nd Floor, City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Warranty Deed
Reference Number of Related Documents:
Grantor(s): Donald M. Oliveri and Susan Ann Oliveri
Grantee(s): City of Spokane
Legal Description: Lots 18-23, Blk 3, First Add to Third Add to Railroad Add.
Additional Legal Description is on Page 4 of Document
Assessor's Tax Parcel Number: 35713.1109, 35173.1110, 35173.1111, 35173.1112, 35173.1113, 35173.1123

WARRANTY DEED

UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE

The **Grantor(s), DONALD M. OLIVERI AND SUSAN ANN OLIVERI, husband and wife**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the **CITY OF SPOKANE, a Washington municipal corporation, Grantee**, the following described real property situated in Spokane County, in the State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Spokane unless and until accepted and approved hereon in writing for the City of Spokane by and through its authorized agent.

WARRANTY DEED

Date: 01-13-15



Donald M. Oliveri



Susan Ann Oliveri

Accepted and Approved

CITY OF SPOKANE

By: _____

Authorized agent

Date: _____

WARRANTY DEED

STATE OF WASHINGTON)

: ss

County of Spokane)

On this 13th day of January, 2015 before me personally appeared Donald M. Oliveri and Susan Ann Oliveri to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Morgan S. Bishop
Notary Public in and for the State of
Washington, residing at Spokane Valley

My commission expires 5-7-16



WARRANTY DEED

EXHIBIT "A"

Lots 18, 19, 20, 21, 22 and 23, Block 3 of First Addition to Third Addition to Railroad Addition, according to plat recorded in Volume "C" of Plats, Page 23, in the City of Spokane, Spokane County, Washington;

REAL PROPERTY VOUCHER

AGENCY NAME City of Spokane Department of Engineering Services 808 West Spokane Falls Blvd. Spokane WA 99201				I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Spokane, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.				
				SIGNATURE (IN INK) FOR EACH CLAIMANT				DATED
GRANTOR OR CLAIMANT (NAME, ADDRESS) Donald M. Oliveri Susan A. Oliveri 1915 E. 39th Ave. Spokane, WA. 99203				x 				1/13/15
PROJECT NO. AND TITLE University District Pedestrian/Bike Bridge				x 				1-13-15
FEDERAL AID NO.		PARCEL NO. 35173.1109, 35173.1110, 35173.1111, 35173.1112, 35173.1113, 35173.1123		Susan A. Oliveri				
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:						DATED		\$ AMOUNT
Warranty Deed								
LAND: Approximately 15,596 square feet of land						+		\$62,400.00
IMPROVEMENTS: Approximately 4,860 square feet of warehouse buildings						+		\$160,400.00
DAMAGES: Cost to Cure Proximity Other						+ + +		
SPECIAL BENEFITS								
JC (Just Compensation) Amount								223,000.00(rd)
REMAINDER: Uneconomic Remnant Excess Acquisition						+ +		
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other								
ADMINISTRATIVE SETTLEMENT See diary						+		\$102,000.00
STATUTORY EVALUATION ALLOWANCE						+		\$750.00
ESCROW FEE						+		
REAL ESTATE EXCISE TAX						+		
OTHER:								
						+		
PARCEL NO. 35173 1109	JOB NUMBER WORK ORDER GROUP		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART.	TOTAL DOLLARS
Performance Bond			B/S Account-A592					
					TOTAL ----->			
ACQUISITION AGENT					DATE	Voucher No.		TOTAL AMOUNT PAID \$325,750.00
AUTHORIZED AGENT FOR CITY OF SPOKANE					DATE			

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

04/27/2015

<u>Date Rec'd</u>	4/14/2015
<u>Clerk's File #</u>	OPR 2015-0334
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID STEELE 625-6064	<u>Project #</u>	2012119
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15422
<u>Agenda Item Name</u>	5900 - WARRANTY DEED JUDD FAMILY PROPERTIES. LLC		

Agenda Wording

Property acquisition of 10 parcels from Judd Family Properties, LLC, necessary for the construction of the University District Pedestrian Bridge in the amount of \$775,482.56 plus closing costs. Remit to First American Title Company.

Summary (Background)

The City of Spokane is currently in the process of acquiring the necessary right-of-way for the construction of the pedestrian bridge. This agreement provides for the purchase of 10 contiguous parcels currently owned by Judd Family Properties, LLC. These parcels account for a portion of the last significant acquisition of the pedestrian bridges south landing area and are critical to the construction of the Bridge. Judd Family Properties, LLC will also be eligible for a variety of relocation and

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 775,482.56	# 3200-95023-95200-56102-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PCED 4/20/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org
<u>Additional Approvals</u>		jsalstrom@spokanecity.org
<u>Purchasing</u>		jahensley@spokanecity.org
		dstele@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

re-establishment funds not to exceed \$100,000.00 per Federal relocation guidelines.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

BRIEFING PAPER
Asset Management Group
Monday, April 20, 2015

Subject:

Property acquisition of 19 parcels necessary for the construction of the University District Pedestrian Bridge.

Background:

The City of Spokane is currently in the process of acquiring the necessary right of way for the construction of the pedestrian bridge. There are three additional ownerships identified as necessary for the construction of the south landing with each owner controlling multiple parcels. These agreements provide for the purchase of 19 contiguous parcels currently owned by General Amusement, Judd Family Trucking, and the Taylor Family Trust.

These parcels account for the last significant acquisitions of the pedestrian bridges south landing area and are critical to the construction of the bridge. Each of these owners will also be eligible for a variety of relocation and re-establishment funds per Federal relocation guidelines.

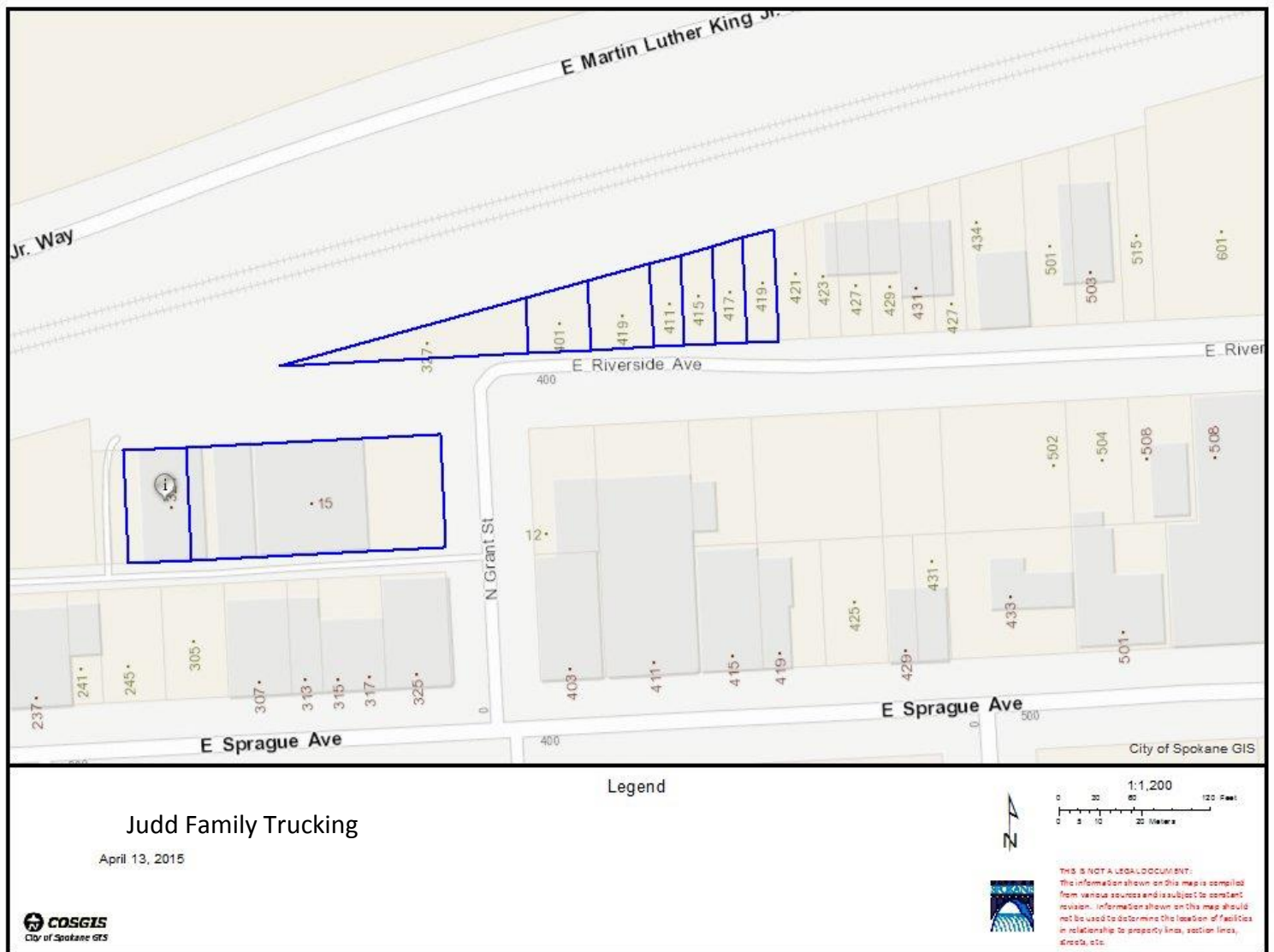
With these acquisitions complete, there is one significant acquisition remaining in the North landing area (Washington State University) to complete this phase of the project.

Impact:

The acquisition of these properties provides the right-of-way needed to construct the Pedestrian Bridge landing area on the south end of the project. Without these parcels the project cannot move forward.

Action:

Approval of the Property Acquisition

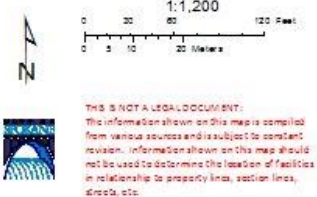




Legend

General Amusement

April 13, 2015

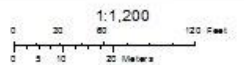




Legend

Taylor Family Trust

April 13, 2015



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, etc.



After recording return document to:
City of Spokane
Engineering Services
2nd Floor, City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Warranty Deed
Reference Number of Related Documents:
Grantor(s): Judd Family Properties, LLC
Grantee(s): City of Spokane
Legal Description: Lots 24-29, Blk. 3, and Lots 1-10, E1/2 Lot 11, Blk. 5, First Add. To Third Add. To Railroad Add.
Additional Legal Description is on Page 4 of Document
Assessor's Tax Parcel Number: 35173.1124, 35173.1115, 35173.1117, 35173.1116, 35173.1121, 35173.1122, 35173.1120, 35173.1301, 35173.1302, 35173.1308

WARRANTY DEED

UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE

The **Grantor(s), JUDD FAMILY PROPERTIES, LLC, a Washington Limited Liability Company**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the **CITY OF SPOKANE, a Washington municipal corporation, Grantee**, the following described real property situated in Spokane County, in the State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Spokane unless and until accepted and approved hereon in writing for the City of Spokane, by and through its authorized agent.

WARRANTY DEED

Date: 2-9-15

JUDD FAMILY PROPERTIES, LLC

BY Larry Judd
Larry Judd, X member

BY Cheryl Judd
Cheryl Judd, member

Accepted and Approved

CITY OF SPOKANE

By: _____

Authorized agent

Date: _____

WARRANTY DEED

STATE OF WASHINGTON)

: SS

County of Spokane)

On this 9th day of February 20 15, before me personally appeared Larry Judd and Cheryl Judd to me known to be the members of Judd Family Properties, L.L.C., a Washington Limited Liability Company that executed the 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 they are authorized to execute said instrument.

(SEAL)

Morgan S. Bishop

Notary Public in and for the State of
Washington, residing at Spokane Valley

My commission expires 5-7-16

WARRANTY DEED

EXHIBIT "A"

LOTS 24, 25, 26, 27, 28 AND 29 IN BLOCK 3 AND LOTS 1 THROUGH 10, INCLUSIVE, AND THE EAST HALF OF LOT 11 IN BLOCK 5 ALL IN FIRST ADDITION TO THIRD ADDITION TO RAILROAD ADDITION TO SPOKANE, ACCORDING TO PLAT RECORDED IN VOLUME "C" OF PLATS, PAGES 23, AND 24;

ALSO THAT PORTION OF VACATED GRANT STREET ADJOINING LOT 1, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1;
THENCE EAST 2 FEET;
THENCE SOUTH AND PARALLEL TO THE EAST LINE OF SAID LOT TO A POINT 2 FEET EAST OF THE SOUTHEAST CORNER;
THENCE WEST 2 FEET TO THE SOUTHEAST CORNER;
THENCE NORTH ALONG LOT LINE TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

REAL PROPERTY VOUCHER

AGENCY NAME City of Spokane Department of Engineering Services 808 West Spokane Falls Blvd. Spokane WA 99201					I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Spokane, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.				
					SIGNATURE (IN INK) FOR EACH CLAIMANT				DATED
					X  Larry B. Judd				2/9/15
X  Cheryl L. Judd				2/9/15					
GRANTOR OR CLAIMANT (NAME, ADDRESS) First American Title Co. 40 E. Spokane Falls Blvd. Spokane WA 99202									
PROJECT NO. AND TITLE University District Pedestrian/Bike Bridge									
FEDERAL AID NO.			PARCEL NO.		35713.1115 1116 1117 1120 1121 1122 1124 1301 1302 1308				
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty Deed					DATED		\$ AMOUNT		
LAND: Approximately 41,516 square feet of land in fee							+ \$166,000.00		
IMPROVEMENTS: Approximately 13,800 square feet of warehouse building							+ \$335,000.00		
DAMAGES: Cost to Cure Proximity Other							+ + +		
SPECIAL BENEFITS									
JC (Just Compensation) Amount							\$501,000.00		
REMAINDER: Uneconomic Remnant Excess Acquisition							+ +		
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other									
ADMINISTRATIVE SETTLEMENT							+ \$269,480.00		
STATUTORY EVALUATION ALLOWANCE							+ \$750.00		
ESCROW FEE, TITLE PREMIUM, RECORDING FEE							+ \$4,242.56		
REAL ESTATE EXCISE TAX							+ \$10.00		
OTHER:									
							+		
PARCEL NO.		JOB NUMBER WORK ORDER GROUP		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART.	TOTAL DOLLARS
Performance Bond				B/S Account-A592					
						TOTAL ----->			
ACQUISITION AGENT					DATE	Voucher No.			TOTAL AMOUNT PAID
									\$775,482.56
AUTHORIZED AGENT FOR CITY OF SPOKANE					DATE				

ESCROW AGREEMENT

TO:

First American Title Co.
40 E. Spokane Falls Blvd.
Spokane WA 99202

Your Reference: 4259-2177866

CUSTOMER REFERENCE:

University District Pedestrian/Bike Bridge
Judd Family Properties, LLC

**Parcel No.: 35173.1124, 35173.1115,
35173.1117, 35173.1116, 35173.1121,
35173.1122, 35173.1120, 35173.1301,
35173.1302, 35173.1308**

Judd Family Properties, LLC, (Sellers) and the City of Spokane, (Purchaser), mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The Seller(s) hereby authorize(s) the issuance of payment to the above Escrow Agent, for our benefit.
2. Receive herewith a Warranty Deed from the Sellers to the City of Spokane, Purchaser, conveying a portion, or all, of the lands described in your above-referenced subdivision guarantee. Please prepare the Excise Tax Affidavit showing the City of Spokane as exempt per WAC 458-61A-206.
3. Receive the sum of \$774,732.56 which includes the acquisition price of \$770,480.00 plus \$4,252.56 for payment of the escrow fee, title premium, excise processing fee and recording fees.
4. The following is a summarized required disposition of all items shown on your Commitment dated January 21, 2015:

- 1: Delete - City exempt
- 2 – 11: Delete – City exempt
- 12: Subject to – show on policy
- 13: Subject to – show on policy
- 14: Delete

Pay the following charges:

Escrow Fee of \$2,119.65

Title Fee of \$2,047.91

Excise processing fee of \$10.00

Recording fees of \$75.00

Please do not withhold any sums to assure payment of any utility service charges. Any closing costs, including those fees listed as title charges, recording and transfer charges, and/or additional settlement charges, are to be charged to the Purchaser and shown as such on the settlement statement. No recording fee

or excise tax is to be charged to the Seller. Fees are to be billed directly to our office at City of Spokane, Engineering Services, 2nd Floor, City Hall, 808 West Spokane Falls Blvd., Spokane WA 99201.

The County will cancel the balance of the current year's taxes and any refund due the seller may be obtained by presenting to the County Treasurer the attached "Tax Refund" letter.

5. When ready to vest title in the City of Spokane, record the instruments shown in Instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on page 3 hereof. **PLEASE DO NOT RECORD PRIOR TO MAY 31, 2015, UNLESS AUTHORIZED BY THE CITY OF SPOKANE AND/OR EPIC LAND SOLUTIONS, INC.**

6. Remit the balance by check to Sellers as follows:

7. Issue standard form Owner's policy of title insurance in the sum of \$770,480.00 insuring the City of Spokane, as owner of the appropriate interest conveyed.

8. Upon completion of closing, mail recorded instruments, copy of closing detail statement, and title policy to City of Spokane, Engineering Services, 2nd Floor, City Hall, 808 West Spokane Falls Blvd., Spokane WA 99201. *Please also email a copy of the recorded instruments, settlement statement and copy of check from the City of Spokane to dressa@epicland.com.*

Purchaser:

CITY OF SPOKANE

By: _____

Title: _____

Seller:

JUDD FAMILY PROPERTIES, LLC


Date 2.9.15

Phone No. 747-0233

CLOSING DETAIL STATEMENT

As indicated on the Escrow Agreement, the Escrow Agent shall furnish, upon completion of the closing of the escrow transaction, a CLOSING DETAIL STATEMENT, which shall show thereon:

- (a) The total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City of Spokane;
- (c) The date on which the Escrow Agent disburses funds to the Seller(s);
- (d) Date of closing of the escrow;
- (e) Detail of a deed of trust or mortgage payoff which includes:
 - Principal unpaid balance and date
 - Accrued interest and dates for which interest is paid
 - Prepayment penalty assessed, if any
 - Offset of reserves held by beneficiary or mortgagee
 - Net amount paid to beneficiary or mortgagee and date
- (f) Sums, if any, withheld from distribution to Seller(s) at time of closing, and for what reason;*
- (g) Endorsements to the effect that
 - 1. The statement has been read by the Seller(s), is approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 - 2. The closing officer certifies that the statement is true and correct.

*In case the Escrow Agent has withheld funds from distribution to the Seller(s) for any reason, the Escrow Agent shall furnish to the City copies of correspondence transmitting such withheld funds at the time of their final disposition.

City of Spokane
Engineering Services
2nd Floor, City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201

Parcel Number: 35173.1115, et al
Commitment Number: 4259-2177866

Attached is the information requested per the Escrow Agreement

Document: _____

Date Recorded _____ Recording No. _____

Document: _____

Date Recorded _____ Recording No. _____

DATE OF DISBURSEMENT OF FUNDS: _____

First American Title Insurance Company
40 East Spokane Falls Boulevard
Spokane WA 99202

Judd Family Properties, LLC
15 North Grant Street
Spokane WA 99202

RE: City of Spokane University District Pedestrian/Bike Bridge
35173.1115, 35173.1116, 35173.1117, 35173.1120, 35173.1121, 35173.1122, 35173.1124, 35173.1301,
35173.1302, 35173.1308

This is to advise you that as a result of the City of Spokane's acquisition of your property for public purposes, you may be entitled to a refund of certain prepaid real property taxes pursuant to the provisions of RCW 84.60.050(2).

Your deed to the City of Spokane will be recorded in the County Auditor's Office as a part of the escrow closing of your sale to the City.

In order to determine whether this sale qualifies for such a refund, please take the following steps:

Take this letter and the recording data for the deed to the County Assessor's and/or County Treasurer's Office.

The Assessor of the County in which the real property is located will determine the amount of refund to which you may be entitled. The Treasurer of that county will make payment of such refund, if any.

Sincerely,



Morgan Bishop
Epic Land Solutions, Inc.

**OPERATING AGREEMENT
OF
JUDD FAMILY PROPERTIES, L.L.C.
A WASHINGTON LIMITED LIABILITY COMPANY**

This Operating Agreement is made and entered into as of the 10th day of November, 2006, regardless of the date of execution, by and between LARRY JUDD and CHERYLL JUDD, the Managers of JUDD FAMILY PROPERTIES, L.L.C., a Washington Limited Liability Company ("Company" herein) and LARRY JUDD, and CHERYLL JUDD, the Members of the Company.

**ARTICLE I
FORMATION OF COMPANY; NAME;
PRINCIPAL PLACE OF BUSINESS**

Section 1.1 Formation. On November 10, 2006, the parties hereto organized a Washington Limited Liability Company by filing a Certificate of Formation with the Washington Secretary of State in accordance with Washington Code Title 25.15.

Section 1.2 Name. The Company shall operate under the name of Judd Family Properties, L.L.C.

Section 1.3 Principal Place of Business. The principal place of business of the Company shall be 4902 S. Sherman Lane, Spokane, WA 99224 and at such other places of business as may be designated by the Members.

Section 1.4 Registered Office; Agent. The Company's initial registered office shall be at the office of its registered agent at West 720 Boone, Suite 200, Spokane, WA 99201 and the name of its initial registered agent at such address shall be Alan L. Rubens.

Section 1.5 "Family Member" Defined. For all purposes in this Agreement, "Family Member" shall include an original Member as identified above, that Member's spouse at the time in question, and that Member's lineal descendants. A Non Family Member shall be anyone who is not a "Family Member", including a former spouse of an original Member or a Creditor.

ARTICLE II
BUSINESS OF COMPANY

The purpose and character of the business is to invest in real property, and to provide a means for Family Members to manage and to preserve family assets. To this end, the Company will provide for centralized management of family assets, will provide a mechanism for the resolution of disputes other than by way of litigation, will restrict the right of Non-Family Members to acquire interests in family assets, will provide protection to family assets from claims of future creditors of Family Members, and will establish a strategy for investment of assets.

ARTICLE III
TERM OF THE COMPANY

The Company shall commence upon filing of its Certificate of Formation as provided in Article I heretofore, and its existence shall be perpetual, unless otherwise terminated by Managers or the Members as provided herein.

ARTICLE IV
ACCOUNTING FOR THE COMPANY

Section 4.1 Method of Accounting. The Company shall keep its accounting records and shall report its income for income tax purposes on the cash method of accounting.

Section 4.2 Annual Statements. Annual financial statements of the operations of the Company are to be prepared and distributed to each Member. Such financial statements need not be audited.

Section 4.3 Access to Accounting Records. Any Member shall have reasonable access to the accounting records of the Company during regular business hours of the Company.

Section 4.4 Income Tax Information. The Members shall be provided information on the Company's taxable income or loss in each item of income, gain, loss, deduction or credit that is relevant to reporting Member's income. The information shall also show each Member's distributive share of each item of income, gain, loss, deduction or credit. This information shall be furnished to the Members within seventy-five (75) days of the close of the Company's taxable year.

Section 4.5 Distributions to Pay Income Taxes. In the event that it is determined that the Company has taxable income in any year, the Managers may cause the Company to make cash distributions to the Members on a pro rata basis, sufficient to pay their

respective share of the income taxes resulting therefrom, at the highest applicable marginal income tax rate, provided, however, that in the event that any interest is held by a Non Family Member, the Managers may determine at their own discretion, not to make a distribution. Such distribution shall be made on or before April 1 of the year following the year for which income has been determined, provided, however, that if there is insufficient cash to make such distribution, the Managers shall use their best efforts to generate sufficient cash and shall make the required distributions as soon thereafter as possible.

ARTICLE V CAPITAL CONTRIBUTIONS

Section 5.1 Initial Capital Contributions. Each original Member shall contribute the property described in Exhibit "A" attached hereto and by this reference made a part hereof as the initial capital of the Company, having a total agreed fair market value as set forth in such Exhibit "A" and in return shall receive the percentage of ownership of the Company as set forth after each of their names in said Exhibit "A".

Section 5.2 Additional Capital; Loans. If the Company requires additional capital, and the Managers determine that such funds shall be contributed to the Company by the Members, the Members shall each contribute his/her share of the needed funds in the percentages set forth in Article VII herein or as the Member's interests subsequently appear. In the event that any Member is unable or unwilling to pay his/her pro rata share of said needed funds, and the other Members make the payment in his/her behalf, such advance shall be deemed a loan that shall be evidenced by a Demand Promissory Note which shall bear interest at the rate of ten percent (10%) per annum until paid. The debtor Member hereby agrees to assign to the lender Members all of his/her interest in the Company as security for said loan and to execute a Security Agreement and other documentation as needed to evidence such grant of security, and further agrees to assign all of his/her interest in Company distributions as payment for said loans (except distributions made to pay taxes in accordance with Section 4.5 heretofore), until the loans are fully paid.

ARTICLE VI CAPITAL ACCOUNTS; DRAWING ACCOUNTS

Section 6.1 Capital Accounts. An individual capital account shall be maintained for each Member. The capital interest of each Member shall consist of his or her original contribution of capital, increased by (1) additional capital contributions, (2) his/her share of company profits, and (3) any credit balances transferred from his/her drawing account to his/her capital account and decreased by (a) distributions in reduction of Company capital, and (b) his/her share of Company losses, if charged to the capital accounts of the Members.

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	OPR 2015-0335
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID STEELE 625-6064	<u>Project #</u>	2012119
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	5900 - WARRANTY DEED - TAYLOR FAMILY PROPERTIES, LLC		

Agenda Wording

Property acquisition of four parcels from Taylor Family Properties, LLC necessary for the construction of the University District Pedestrian Bridge in the amount of \$577,367.50 plus closing costs. Remit to Spokane County Title Company.

Summary (Background)

The City of Spokane is currently in the process of acquiring the necessary right-of-way for the construction of the pedestrian bridge. This agreement provides for the purchase of four contiguous parcels currently owned by Taylor Family Properties, LLC. These parcels account for a portion of the last significant acquisition of the pedestrian bridges south landing area and are critical to the construction of the Bridge. Taylor Family Properties, LLC will also be eligible for a variety of

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 577,367.50	# 3200-95023-95200-56102-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PCED 4/20/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	dsteele@spokanecity.org
<u>Additional Approvals</u>		jsalstrom@spokanecity.org
<u>Purchasing</u>		mhughes@spokanecity.org
		jahensley@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

relocation and re-establishment funds not to exceed \$50,000.00 per Federal relocation guidelines.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Asset Management Group
Monday, April 20, 2015

Subject:

Property acquisition of 19 parcels necessary for the construction of the University District Pedestrian Bridge.

Background:

The City of Spokane is currently in the process of acquiring the necessary right of way for the construction of the pedestrian bridge. There are three additional ownerships identified as necessary for the construction of the south landing with each owner controlling multiple parcels. These agreements provide for the purchase of 19 contiguous parcels currently owned by General Amusement, Judd Family Trucking, and the Taylor Family Trust.

These parcels account for the last significant acquisitions of the pedestrian bridges south landing area and are critical to the construction of the bridge. Each of these owners will also be eligible for a variety of relocation and re-establishment funds per Federal relocation guidelines.

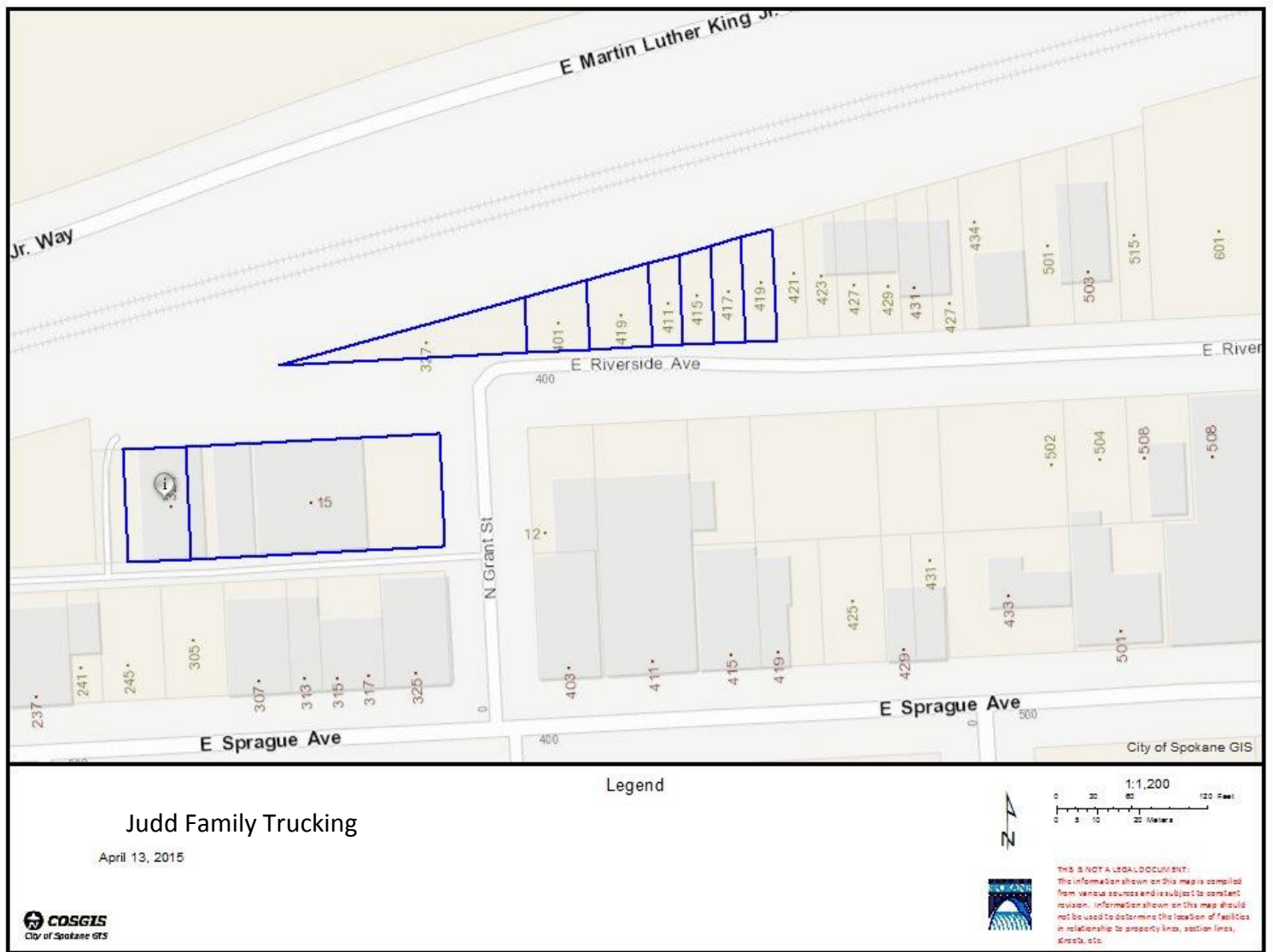
With these acquisitions complete, there is one significant acquisition remaining in the North landing area (Washington State University) to complete this phase of the project.

Impact:

The acquisition of these properties provides the right-of-way needed to construct the Pedestrian Bridge landing area on the south end of the project. Without these parcels the project cannot move forward.

Action:

Approval of the Property Acquisition

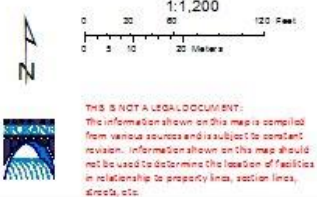




Legend

General Amusement

April 13, 2015

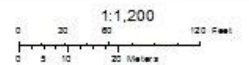




Legend

Taylor Family Trust

April 13, 2015



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, etc.



AUTHORIZATION FOR BUDGET TRANSFER

(RCW 35.33.121)

No. _____
Date **4/15/2015**

TO: Budget Control

You are hereby authorized to effect the following transfer of budget appropriations in:

Fund Name Arterial Streets Fund 3200 Dept. No. 3200 Arterial Streets Dept.

FROM					TO					
Prog	Func	Type	Type Title	Amount	Prog	Func	Type	Type Title	Amount	Hours
49199	95300	56501	Construction of Fixed Assets	180,000.00	95023	95200	56102	Construction of Fixed Assets	180,000.00	
				180,000.00					180,000.00	
				0.00						

2015 Budget Transfer

2015 Budget Transfer

Reason for Transfer _____
Transfer budget to pay for University Dist Right of way expenditures (2012119)

Requested BY: Jake Hensley
Department Head

Approved: _____
Finance/Budget Approval

REAL PROPERTY VOUCHER

AGENCY NAME City of Spokane Department of Engineering Services 808 West Spokane Falls Blvd. Spokane WA 99201				I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Spokane, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.				
GRANTOR OR CLAIMANT (NAME, ADDRESS) Spokane County Title Company 1010 North Normandie St., Suite 100 Spokane WA 99201				SIGNATURE (IN INK) FOR EACH CLAIMANT 		DATED 		
PROJECT NO. AND TITLE University District Pedestrian/Bike Bridge				X John C. Schreiner, Jr.				
FEDERAL AID NO.		PARCEL NO. 35173 1105, 35173 1106, 35173 1107, 35173 1108						
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty Deed				DATED		\$ AMOUNT		
LAND: Approximately 20,826 square feet of land in fee				+		\$83,000.00		
IMPROVEMENTS: Approximately 5,600 square feet of warehouse buildings				+		\$224,000.00		
DAMAGES: Cost to Cure				+				
Proximity				+				
Other				+				
SPECIAL BENEFITS								
JC (Just Compensation) Amount						\$307,000.00		
REMAINDER: Uneconomic Remnant				+				
Excess Acquisition				+				
DEDUCTIONS: Amount Previously Paid								
Performance Bond								
Salvage Amount								
Pre Paid Rent								
Other								
ADMINISTRATIVE SETTLEMENT see diary				+		\$268,000.00		
STATUTORY EVALUATION ALLOWANCE				+				
ESCROW FEE				+		\$652.00		
REAL ESTATE EXCISE TAX				+		\$10.00		
OTHER: Title Premium						\$1,630.50		
Recording Fee						\$75.00		
				+				
PARCEL NO.	JOB NUMBER WORK ORDER GROUP		WORK OP.	ACCOUNT OBJ / SUB	CONTROL SECTION	ORG. NO.	NON-PART.	TOTAL DOLLARS
Performance Bond		B/S Account-A592						
				TOTAL ----->				\$577,367.50
ACQUISITION AGENT				DATE	Voucher No.		TOTAL AMOUNT PAID	
AUTHORIZED AGENT FOR CITY OF SPOKANE				DATE				

After recording return document to:

City of Spokane

Engineering Services

2nd Floor, City Hall

808 West Spokane Falls Blvd.

Spokane WA 99201

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Warranty Deed

Reference Number of Related Documents:

Grantor(s): Taylor Family Properties, LLC

Grantee(s): City of Spokane

Legal Description: Lots 12-17, Blk 3, First Add to Third Add to Railroad Add.

Additional Legal Description is on Page 4 of Document

Assessor's Tax Parcel Number: 35713.1105, 35173. 1106, 35173. 1107, 35173.1108

WARRANTY DEED

UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE

The Grantor(s), **TAYLOR FAMILY PROPERTIES, LLC, a Washington limited liability company**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the **CITY OF SPOKANE, a Washington municipal corporation, Grantee**, the following described real property situated in Spokane County, in the State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Spokane unless and until accepted and approved hereon in writing for the City of Spokane, by and through its Department of Engineering Services, by its authorized agent.

WARRANTY DEED

Date: _____,

TAYLOR FAMILY PROPERTIES, LLC

BY _____
John Schreiner, Jr., manager

Accepted and Approved

CITY OF SPOKANE

By: _____

Authorized agent

Date: _____

WARRANTY DEED

STATE OF WASHINGTON)

: ss

County of _____)

On this _____ day of _____ 20____, before me personally appeared John Schreiner, Jr., me known to be the manager of Taylor Family Properties, L.L.C., a Washington Limited Liability Company that executed the 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 they are authorized to execute said instrument.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

WARRANTY DEED

EXHIBIT "A"

Lots 12, 13, 14, 15, 16 and 17 of Block 3 of First Addition to Third Addition to Railroad Addition, as per plat recorded in Volume "C" of Plats, Page 23; records of Spokane County, Washington;

Situate in the City of Spokane, County of Spokane, State of Washington.

ESCROW AGREEMENT

TO:
Spokane County Title Company
1010 North Normandie Street, Suite 203
Spokane WA

Attn: Keith Newell

Your Reference: 199689

CUSTOMER REFERENCE:
City of Spokane - University District
Pedestrian/Bike Bridge
Taylor Family Properties, LLC

Parcel Nos.: 35173.1105, 1106, 1107, 1108

Taylor Family Properties, LLC, (Sellers) and the City of Spokane, (Purchaser), mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The Seller(s) hereby authorize(s) the issuance of payment to the above Escrow Agent, for our benefit.
2. Receive herewith a Warranty Deed from the Seller(s) to the City of Spokane, Purchaser, conveying a portion, or all, of the lands described in your above-referenced preliminary commitment. Please prepare the Excise Tax Affidavit showing the City of Spokane as exempt per WAC 458-61A-206.
3. Receive the sum of \$577,367.50 which includes the acquisition price of \$575,000.00 plus \$2,367.50 for payment of the escrow fee, title premium, excise processing fee and recording fees.
4. The following is a summarized required disposition of all exceptions shown on your preliminary commitment dated February 6, 2015:

- 1: Delete: City exempt
- 2: Delete: City exempt
- 3: Delete: To be released and/or paid at closing
- 4: Delete: Agreement will merge with title upon closing
- 5: Delete: Agreement is expired and will merge with title upon closing

Pay the following charges:

Escrow Fee of \$652.00;

Title premium of \$1,630.50

Excise processing fee of \$10.00

Recording fees of \$75.000

Please do not withhold any sums to assure payment of any utility service charges. Any closing costs, including those fees listed as title charges, recording and transfer charges, and/or additional settlement charges, are to be charged to the Purchaser and shown as such on the settlement statement. No recording fee

or excise tax is to be charged to the Seller. Fees are to be billed directly to our office at City of Spokane, Engineering Services, 2nd Floor, City Hall, 808 West Spokane Falls Blvd., Spokane WA 99201.

The County will cancel the balance of the current year's taxes and any refund due the seller may be obtained by presenting to the County Treasurer the attached "Tax Refund" letter.

5. When ready to vest title in the City of Spokane, record the instruments shown in Instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on page 3 hereof.

6. Remit the balance by check to Sellers as follows:

7. Issue standard form Owner's policy of title insurance in the sum of \$575,000.00 insuring the City of Spokane, as owner of the appropriate interest conveyed.

8. Upon completion of closing, mail recorded instruments, copy of closing detail statement, and title policy to City of Spokane, Engineering Services, 2nd Floor, City Hall, 808 West Spokane Falls Blvd., Spokane WA 99201. *Please also email a copy of the recorded instruments, settlement statement and copy of check from the City of Spokane to dressa@epicland.com.*

Purchaser:

CITY OF SPOKANE

By: _____

Title: _____

Seller:

Date _____

Phone No. _____

CLOSING DETAIL STATEMENT

As indicated on the Escrow Agreement, the Escrow Agent shall furnish, upon completion of the closing of the escrow transaction, a CLOSING DETAIL STATEMENT, which shall show thereon:

- (a) The total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City of Spokane;
- (c) The date on which the Escrow Agent disburses funds to the Seller(s);
- (d) Date of closing of the escrow;
- (e) Detail of a deed of trust or mortgage payoff which includes:
 - Principal unpaid balance and date
 - Accrued interest and dates for which interest is paid
 - Prepayment penalty assessed, if any
 - Offset of reserves held by beneficiary or mortgagee
 - Net amount paid to beneficiary or mortgagee and date
- (f) Sums, if any, withheld from distribution to Seller(s) at time of closing, and for what reason;*
- (g) Endorsements to the effect that
 - 1. The statement has been read by the Seller(s), is approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 - 2. The closing officer certifies that the statement is true and correct.

*In case the Escrow Agent has withheld funds from distribution to the Seller(s) for any reason, the Escrow Agent shall furnish to the City copies of correspondence transmitting such withheld funds at the time of their final disposition.

City of Spokane
Engineering Services
2nd Floor, City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201

Parcel Numbers: 35173.1105, 1106, 1107, 1108 (Taylor Family Properties, LLC)

Attached is the information requested per the Escrow Agreement

Document: _____

Date Recorded _____ Recording No. _____

Document: _____

Date Recorded _____ Recording No. _____

DATE OF DISBURSEMENT OF FUNDS: _____

Spokane County Title Company
1010 North Normandie St., Suite 100
Spokane WA 99201

Taylor Family Properties, LLC

RE: 35173.1105, 35173.1106, 35174.1107, 35173.1108

This is to advise you that as a result of the City of Spokane's acquisition of your property for public purposes, you may be entitled to a refund of certain prepaid real property taxes pursuant to the provisions of RCW 84.60.050(2).

Your deed to the City of Spokane will be recorded in the County Auditor's Office as a part of the escrow closing of your sale to the City.

In order to determine whether this sale qualifies for such a refund, please take the following steps:

Take this letter and the recording data for the deed to the County Assessor's and/or County Treasurer's Office.

The Assessor of the County in which the real property is located will determine the amount of refund to which you may be entitled. The Treasurer of that county will make payment of such refund, if any.

Sincerely,

Morgan Bishop
Acquisition Agent
Epic Land Solutions, Inc.

SALVAGE AGREEMENT

This Salvage Agreement is made between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City or Purchaser") and Taylor Family Properties, LLC, a Washington limited liability company, whose address is 5318 South Park Lane, Spokane WA 99223, as ("Seller").

WHEREAS, the City recently made an offer to acquire the property identified in Section 1 below (Premises) in anticipation of constructing the University District Pedestrian/Bike Bridge; and

WHEREAS, Seller desires to salvage certain items affixed to the structures after acquisition and prior to vacation of the premises and demolition of said structures.

NOW, THEREFORE,

In consideration of the mutually agreed terms, conditions and covenants the parties agree as follows:

1. The real property affected by this Salvage Agreement is legally described as:

Lots 12, 13, 14, 15, 16 and 17, Block 3, First Addition to Third Addition to Railroad Addition, as per plat recorded in Volume "C" of Plats, page 23, records of Spokane County; situate in the City of Spokane, County of Spokane, State of Washington.
2. Any of the following described items located on or attached to the premises on the date of this agreement are included in this sale: all attached flooring/carpeting, built-in ventilating, air conditioning, heating equipment, irrigation, sprinkler systems, water heaters, installed electric fixtures, lights, light bulbs, fences, plantings and trees.
3. The following is a description of those fixtures and/or improvements selected by the Seller for salvage, the value of which is ZERO and NO/100 DOLLARS (\$0.00). Title to any item listed remains in the City of Spokane until such time as the item is removed from the City's property. No salvaged item may be resold without written consent of the City of Spokane until it has been removed from the City's property. It shall be the obligation of the Seller to comply with all federal, state, county, and/or city codes and regulations that may apply in the razing, moving, or relocation of any salvaged item:

FIXTURES AND IMPROVEMENTS AGREEMENT

<u>ITEM</u>	<u>SALVAGE VALUE</u>
<u>Signage</u>	\$0.00
<u>Chain link fencing</u>	\$0.00

4. The Seller(s) assume(s) all liability to persons and/or property connected with the exercise of salvage rights and further agree(s) to protect, save and hold harmless the City of Spokane from all claims, actions, costs damages or expenses of any nature whatsoever by reason of the acts or omissions of the Seller, its employees or contractors, arising out of or in connection with any acts or activities authorized by the agreement. The Seller(s) further agree(s) to defend the City of Spokane in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced thereon arising out of or any acts or activities authorized by this agreement. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the City of Spokane, its authorized agents, employees or invitees. Provided, that if the claims or damages are caused by or result from the concurrent negligence of: (a) the Seller(s), its agents contractors or employees; and (b) the City of Spokane, its agents, contractors or employees, or invitees and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Seller(s) and Seller's(s') agents or employees.

CITY OF SPOKANE

TAYLOR FAMILY PROPERTIES, LLC

By:_____

By:_____

Date:_____

Date:_____

COMMERCIAL LEASE AGREEMENT

This Lease is made between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City or Lessor") and Taylor Family Properties, LLC, a Washington limited liability company, whose address is 5318 South Park Lane, Spokane WA 99223, as ("Lessee").

WHEREAS, the City recently made an offer to acquire the property identified in Section 1 below in anticipation of constructing the University District Pedestrian/Bike Bridge; and

WHEREAS, Lessee wishes to lease the property back from the City for a period of six (6) months following the City's acquisition of the herein described premises.

NOW, THEREFORE, --

In consideration of the mutually agreed terms, conditions and covenants the parties agree as follows:

1. **DESCRIPTION OF PREMISES.** The City leases to Lessee the following described property and improvements, legally described as (hereinafter referred to as "Premises"):

Lots 12, 13, 14, 15, 16 and 17, Block 3, First Addition to Third Addition to Railroad Addition, as per plat recorded in Volume "C" of Plats, page 23, records of Spokane County; situate in the City of Spokane, County of Spokane, State of Washington.

2. **TERM.** This Lease shall commence upon the close of escrow between the parties on or about June 1, 2015 and shall terminate six (6) months from said close of escrow, but no later than December 1, 2015, unless terminated earlier as provided elsewhere in this Lease ("Initial Term").

3. **RENT.** Lessee shall pay no rent to the City for the use and occupancy of the Premises, as agreed to as part of the settlement between the parties.

4. **SECURITY DEPOSIT.** On the execution of this Lease, Lessee shall deposit with the City the sum of zero dollars (\$0.00), with no interest accruing thereon, as a security deposit for Lessee's faithful performance of Lessee's

obligations under this Lease. If Lessee fails to pay rent or other charges due under this Lease, or otherwise defaults with respect to any provision of this Lease, the City may use, apply, or retain all or any part of the deposit to cure the default or to compensate the City for all damage sustained by it resulting from Lessee's default. If any part of the deposit is so used or applied, Lessee shall, upon demand, deposit cash with the City in an amount sufficient to restore the security deposit to its original amount. Lessee's failure to do so shall be a material breach of this Lease. It is understood that the deposit is not an advance rental payment or any other measure of damages in case of Lessee's default under this Lease, and the City's application of the security deposit to the arrears of rental payments or damages shall be at the City's option. The right to possession of the Premises by the City for nonpayment of rent or for any other reason shall not in any event be affected by this security deposit. The City may commingle the security deposit with other funds. If Lessee shall fully and faithfully perform all of its obligations under this Lease, the security deposit or any balance of the security deposit shall be returned to lessee at the expiration of the term of this Lease, or after Lessee has vacated the Premises, whichever is later, provided that the City may retain the security deposit until such time as any amount due from Lessee has been paid in full.

5. **COMPLIANCE WITH LAWS.** Use of the Premises shall be in compliance with all federal, state, local laws and regulations. Lessee will not use the Premises or permit their use for any unlawful purpose.

6. **USE OF PREMISES.** Lessee shall use the Premises in the same fashion as it has in the past. Lessee is expected to be moving its equipment and personal property off of the right of way during the duration of this lease. Lessee shall not place, or permit to be placed, any type of fill or project debris, or any petroleum, or petroleum base products on the Premises. Lessee will control all fugitive dust emissions resulting from its use of the Premises as required by the Spokane County Air Pollution Control Authority.

7. **INSURANCE.** During the term of this Lease, Lessee shall maintain in force, at its own expense, each insurance noted below.

a. Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this Lease. It shall provide that the City, its officers, employees, contractors, agents, and such other persons or entities as the City may designate are additional insureds with respect to Lessee's use and occupancy of the Premises.

b. 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 or non-owned vehicles.

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

d. Lessee shall require any contractor performing any work on the Premises to carry and maintain, at no expense to the City: (i) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (ii) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (iii) Worker's Compensation or similar insurance in form and amounts required by law. Such insurance shall provide that the City, its officers, employees, contractors, agents, and such other persons or entities as the City may designate are additional insureds.

e. All the insurance required under this Lease shall be written as primary policies, not contributing with and not supplemental to the coverage that the City may carry.

f. Lessee shall furnish its insurance carrier(s) with a copy of this Lease to insure proper coverage. As evidence of the insurance coverages required by this Lease, Lessee shall furnish acceptable insurance certificates to the City no later than ten (10) days after Lessee signs this Lease. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Lessee fails to perform any of its obligations under this Section 7, the City may perform the same and the cost thereof shall be payable upon the City's demand. The City makes no representations that the types or amounts of coverage required to be carried by Lessee pursuant to this Section are adequate to protect Lessee. If Lessee believes that any of such insurance coverage is inadequate, Lessee will obtain, at Lessee's sole cost and expense, such additional insurance coverage as Lessee deems appropriate.

8. **WAIVER OF SUBROGATION.** Lessee waives all rights of recovery against the City, its subtenants, agents, and employees of the City, for loss or

damage to the property of Lessee located on or about the Premises, resulting from fire or other causes which are normally covered by fire and extended coverage insurance, regardless of whether the loss or damage is due to negligence or otherwise, to the extent insurance proceeds are actually obtained from third party insurance companies. Lessee shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the City.

9. **INDEMNIFICATION.** Lessee shall indemnify and hold the City harmless from any loss, liability or claim for injury or damage to persons or property arising on the Premises by reason of the acts, omissions, negligence or carelessness of Lessee, its agents, servants, employees, customers, licensees or contractors. The City shall not be liable for any loss or damage to person or property sustained by Lessee, or other persons, which may be caused by the Premises, or any appurtenances thereto, being out of repair, or by the bursting or leakage of any water, gas, sewer or steam pipes, or by theft or by any act of neglect of any tenant or occupant of the Premises, or of any other entity authorized to use and occupy the Premises, or of any other persons, or by any other cause of whatsoever nature, unless and to the extent caused by the negligence of the City.

Lessee agrees to waive Lessee's immunity under Title 51 RCW as to Lessee's employees who may be working on the Premises, provided that such waiver shall be expressly limited to Lessee's indemnity obligations herein and shall not be intended as a benefit to any third party. This provision has been specifically negotiated.

City's initials

Lessee's initials

10. **ASSIGNMENT.** The Lease, or any interest therein, shall not be assigned, or sublet in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. This Lease shall be binding upon the parties and also upon their successors.

11. **TAXES.** Intentionally omitted.

12. **MAINTENANCE AND ALTERATIONS.** Lessee shall keep the entire Premises well maintained in a good repair and prevent any waste of the Premises. Lessee shall be responsible for all snow and ice removal from the Premises, and will keep the Premises maintained and free from weeds, brush and reasonable amount of debris. At the end of the term, Lessee shall turn the Premises back to the City in as good a condition as they were at the beginning of the Lease term, reasonable wear and tear excepted.

13. **IMPROVEMENTS**. Lessee shall be allowed to occupy the existing buildings for the duration of this Lease. The buildings are considered real property and will be maintained as such.

14. **INSPECTION**. The City, after giving Lessee reasonable notice, shall have the right to make inspections of the Premises to insure compliance with this Lease.

15. **NOTICE**. All notices made pursuant to the term of this Lease shall be in writing and may be served personally by certified mail, return receipt requested.

Notice to the City shall be given to:

City Real Estate Department
Attn: Assistant Director Public Works & Utilities
W. 808 Spokane Falls Blvd.
Spokane, WA 99201

And copies to:

City Attorney
City of Spokane
W. 808 Spokane Falls Blvd
Spokane, WA 99201

Notice to Lessee shall be given to:

Taylor Family Properties, LLC
c/o John Schreiner
5318 South Park Lane
Spokane WA 99223

16. **UTILITIES**. Lessee shall pay for all utilities furnished to the Premises during the lease term, including but not limited to electricity, gas, heat, water and sewer. THE LESSEE SHALL PROMPTLY PAY ALL UTILITY BILLS. If Lessee fails to pay a utility bill and such unpaid sum constitutes a lien against the Premises, Lessor may pay the delinquent amount and deduct the same from the security deposit.

17. **DESTRUCTION OF PREMISES**. If the Premises are destroyed by fire, or other casualty so as to render them unfit for occupancy, the City will elect not to restore the building or Premises to their former condition, in which event this Lease shall be terminated as of the date of the casualty.

18. **WAIVER.** Any waiver by either party of any breach or any failure to enforce a term of this Agreement shall not be construed or considered to be a waiver of any future similar breach.

19. **TERMINATION.** The City may terminate this Lease with cause by giving written notice to Lessee twenty (20) days or more preceding the end of any month. If the Agreement is terminated pursuant to this paragraph, the City or its designee may enter the Premises and remove all persons and property of Lessee and again possess and enjoy the Premises without prejudice to any other rights or remedies that the City may have at law.

20. **SURRENDER OF POSSESSION.** At the expiration of the term of this Lease, or if terminated earlier as provided herein, Lessee shall immediately surrender possession of the leased premises to the City, the leased premises to be in as good condition as the same were in at the beginning of the term of this Lease, or the condition to which they may be improved, reasonable wear and tear and damage by elements excepted.

21. **ACCEPTANCE OF PREMISES.** Lessee has inspected the Premises, accepts their condition and agrees that there are no repairs, changes or modifications to be made to the Premises by the City. Lessee accepts the Premises "as is," subject to all existing liens, encumbrances and other matters of record and all zoning and building regulations which affect the Premises. Lessee acknowledges that the City its agents, officers or employees have not made any representations or warranty with respect to the Premises or the suitability for Lessee's intended use and that no representations or warranty have been made as to the state of construction or repair of the Premises.

22. **NUISANCE.** Lessee shall not create or permit the existence of any nuisance on the Premises; shall keep any space Lessee is exclusively in control of in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's business; shall not store in any space Lessee is exclusively in control of any potentially dangerous, hazardous or toxic materials; and shall not permit the accumulation of junk, debris or other similar materials.

23. **LIENS AND ENCUMBRANCES.** Lessee shall keep the leased premises free and clear of any lien or encumbrance arising or growing out of the use and occupancy of the premises by Lessee hereunder. At the City's request, Lessee shall furnish the City with written proof of the payment of any lien which would or might constitute the basis for a lien on the premises if not paid.

24. **CONDEMNATION**. If any portion of the Premises is condemned by any governmental agency or otherwise pursuant to the laws of the state of Washington, this Lease shall terminate as of the date of the taking of possession by the condemnor, and all damages and awards for a permanent taking shall be the property of the City, whether awarded as compensation for diminution in value of the leasehold or of the fee.

25. **FORFEITURE**. Time is of the essence of this Lease. In the event Lessee fails to pay any installment of rent or fails to comply with any other covenant, term or condition of this Lease, the City may, in addition to any other remedy authorized by law, forfeit this Lease; PROVIDED, however, the City shall give the Lessee written notice specifying the breach claimed and give the Lessee:

- i. Three (3) days to remedy the breach if it involves failure to pay any installment of rent or portion thereof, or vacate the property; or
- ii. Three (3) days to quit the property if the breach involves the committing or permitting of waste upon the property, setting up or carrying on any unlawful business on the property, or erecting, suffering, permitting or maintaining any nuisance on the property; or
- iii. Ten (10) days to remedy the breach if it involves failure or neglect of Lessee to keep or perform any other covenant, term or condition of the Lease.

The remedies provided in this paragraph for the City shall be in addition to, and not to the exclusion of, any other remedies provided by law, and election to proceed in the above manner shall not constitute an election of remedies, it being the express intention of the parties that all of the City's remedies are cumulative.

26. **ATTORNEY'S FEES**. In the event any suit or action should be instituted to enforce this Lease or any part thereof, the prevailing party in such suit or action shall be entitled to such reasonable attorney's fees as may be allowed by the court. In the event it is necessary for the City to give any notice of forfeiture, Lessee shall, as one of the conditions of reinstatement, pay any and all costs or expenses made necessary by giving of said notice, including reasonable attorney's fees.

27. **TRANSFER OF CITY'S INTEREST.** This Lease shall be assignable by the City without the consent of Lessee. In the event of any transfer or transfers of the City's interest in the Premises, upon the assumption of this Lease by the transferee, the City shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, except for any retained security deposit or prepaid rent, and Lessee shall attorn to the transferee.

28. **REPRESENTATIONS.** Lessee acknowledges that this Agreement does not bind the City of Spokane until the City Administrator executes this Agreement. The City employee acting through the Department of Real Estate will exercise best efforts to receive City Administrator approval.

Lessee represents and warrants to the City that it has full right, power and authority to enter into this Lease and to perform in accordance with its terms and provisions. Lessee further represents that the person signing this Lease on behalf of Lessee has the authority to bind Lessee and to enter into this Lease, including having taken all requisite action and steps to authorize the execution, delivery, and performance of this Lease.

29. **ENVIRONMENTAL AND HAZARDOUS MATERIALS.** Lessee will comply with all environmental laws during the term of the Lease. Lessee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or payment, or any judgment of any and every kind whatsoever paid, incurred or suffered by the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined hereinbelow) on or under the Premises, resulting directly or indirectly from Lessee's activities on the Premises, or those of Lessee's employees, agents, and/or contractors, including, without limitation any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment arising under, as amended, without limitation, the Comprehensive Environmental Responses, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Model Toxic Control Act of the State of Washington, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or

imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

The term "Hazardous Substance" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance, exposure to which is prohibited to regulated by any governmental authority having jurisdiction over the Facility, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq; the laws, regulations or rulings of the state in which the Facility is located or any local ordinance affecting the Facility; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

30. **SIGNS**. Lessee will not inscribe, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever anywhere in or about the Premises where it may be visible from outside the Premises without first obtaining the written consent of the City.

31. **ARBITRATION**. In the event of any failure between the City and Lessee to agree on the performance of terms, conditions, or covenants in this Lease, the disagreement or dispute shall be resolved by a panel of three arbitrators. Either party may request arbitration by sending a written request to the other party. After receipt of the written request, each party shall appoint one arbitrator within ten days from the receipt of the request for arbitration. Notice of the appointment of an arbitrator shall be given by each party to the other. The arbitrators appointed shall, as soon as is practicable, select a third arbitrator. Each party shall bear the expense of its own appointed arbitrator, its own attorney fee, investigative costs, and shall bear all other expenses and fees equally. Any appeal from an arbitration award or decision may be appealed to Spokane County Superior Court.

32. **GOVERNING LAW**. This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

33. **INTEGRATION**. This Agreement supersedes all previous written and oral communications between the parties and is intended to be a complete embodiment of all agreements made between the parties. This Agreement may

not be amended except by a mutual written agreement executed by the parties hereto.

Signed this _____ day of _____, _____.

CITY OF SPOKANE

By: _____
City Administrator

Attest: _____
City Clerk

Signed this _____ day of _____, _____

Taylor Family Properties, LLC

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

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

04/27/2015

<u>Date Rec'd</u>	4/14/2015
<u>Clerk's File #</u>	OPR 2015-0336
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVE STEELE 625-6064	<u>Project #</u>	
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15414
<u>Agenda Item Name</u>	5900 - UW SPOKANE CENTER REMODEL		

Agenda Wording

Contract with Ramey Construction Company, Inc. for tenant improvements for the former Spokane Visitors Center at 201 West Main Avenue for the benefit of the University of Washington in the amount of \$117,460.00 plus an admin reserve of \$2,540.00,

Summary (Background)

With the lease of the former Visitor's Center to the University of Washington, the City agreed to complete the required tenant improvements to facilitate a speedy project. Upon completion of the work and upon receipt of an invoice from the contractor, the City will invoice the University of Washington for the full cost of the improvements. Working with the University of Washington, Blue Room Architects was selected to complete the design work and bid package for the tenant improvements.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 120,000.00	#	5900 30900 94000 56203 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 4/20/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	dsteele@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		jsalstrom@spokanecity.org	
		jahensley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

for a total amount not to exceed \$120,000.00.

Summary (Background)

The architect contacted 16 local general contractors to confirm and document interest and availability to complete the work. Six of the local general contractors affirmed interest in receiving the bid documents, and three general contractors attended the pre-bid walk through and submitted bids. Ramey Construction was determined to be the lowest qualified bid.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

BRIEFING PAPER
Asset Management Group
Monday, April 20, 2015

Subject:

Tenant improvements for the former Spokane Visitors Center at 201 West Main Avenue for the benefit of the University of Washington.

Background:

With the lease of the former Visitor's Center to the University of Washington, the City agreed to complete the required tenant improvements to facilitate a speedy project. Upon completion of the work and upon receipt of an invoice from the contractor, the City will invoice the University of Washington for the full cost of the improvements.

Working with the University of Washington, Blue Room Architects was selected to complete the design work and bid package for the tenant improvements. The architect contacted 16 local general contractors to confirm and document interest and availability to complete the work. Six of the local general contractors affirmed interest in receiving the bid documents, and three general contractors attended the pre-bid walk through and submitted bids.

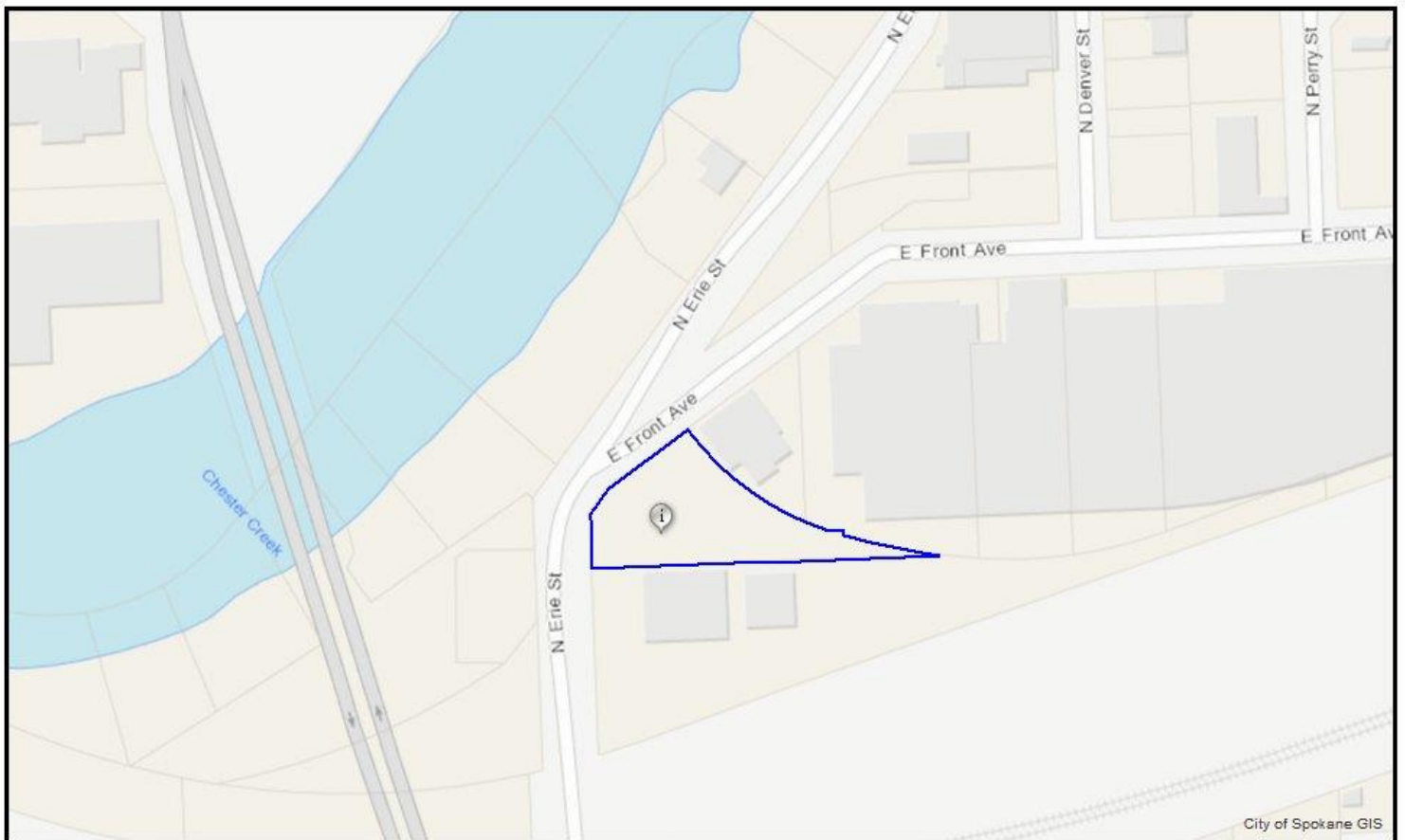
Ramey Construction was determined to be the lowest qualified bid at \$117,460.00 and a contract is being forwarded for council approval.

Impact:

The completion of these tenant improvements fulfills the City of Spokane's requirements under our lease with the University of Washington and allows the completion of the work in a timely manner.

Action:

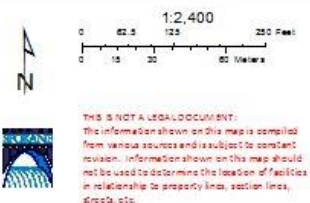
Approval of the construction contract.



Legend

B2

March 3, 2015



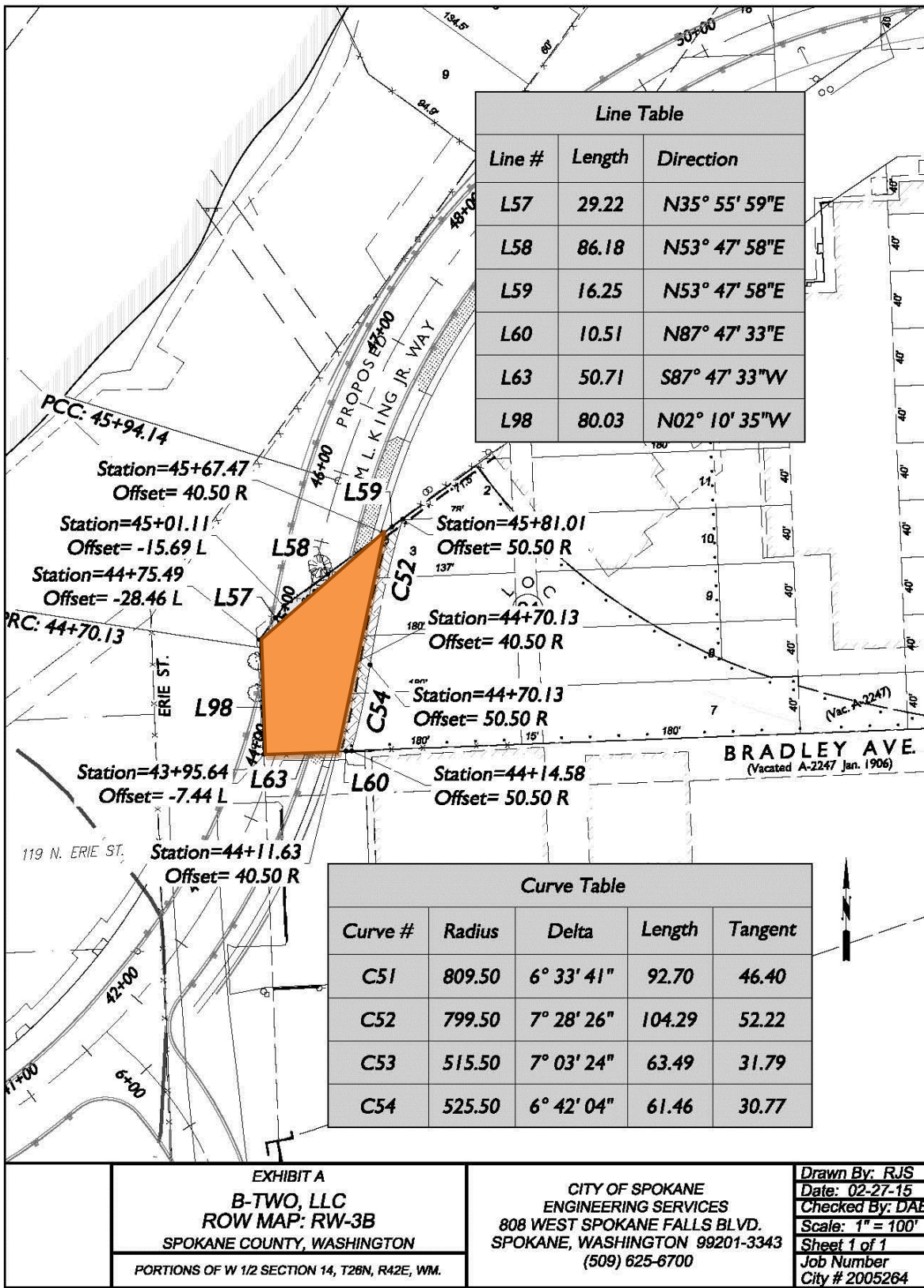


EXHIBIT A
B-TWO, LLC
ROW MAP: RW-3B
SPOKANE COUNTY, WASHINGTON
PORTIONS OF W 1/2 SECTION 14, T26N, R42E, WM.

CITY OF SPOKANE
ENGINEERING SERVICES
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6700

Drawn By: RJS
Date: 02-27-15
Checked By: DAB
Scale: 1" = 100'
Sheet 1 of 1
Job Number
City # 2005264

C O N T R A C T

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and RAMEY CONSTRUCTION CO., INC., whose address is 5930 North Freya Street, Spokane, Washington 99217, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled UW SPOKANE CENTER REMODEL.
2. CONTRACT DOCUMENTS. This Contract, the request for bids other than as expressly excepted to in the Contractor's bid proposal, and the Contractor's bid proposal constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with Asset Management, Second Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, and are incorporated into this Contract by reference as if they were set forth at length.
3. TIME OF PERFORMANCE. The Contractor shall commence work after the notice to proceed. All work shall be completed by July 31, 2015.
4. TERMINATION. The City may, without cause, terminate this Contract at any time. In the event of such termination, the Contractor shall be entitled to receive payment for work performed and costs incurred up to the date of termination.
5. COMPENSATION. The City will pay ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$117,460.00), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
6. TAXES. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.
7. PAYMENT. The Contractor will send its applications for payment to the Director of Asset Management, Second Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

9. **BONDS.** The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- C. Property insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists; and
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

As evidence of the insurance coverages required by this Contract, the Contractor shall

furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Contractor shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City,

the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. 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 including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

18. 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 the Contract.

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

20. 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 Contractor 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 Contractor 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.

21. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

22. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

23. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Asset Management, or his designee, and the Contract time and compensation will be adjusted accordingly.

24. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

Dated: _____

CITY OF SPOKANE

By: _____

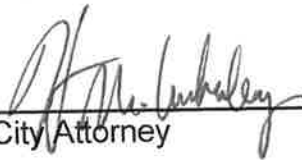
Title: _____

Attest:

City Clerk

Dated: _____

Approved as to form:



Assistant City Attorney

RAMEY CONSTRUCTION CO., INC.

Email Address, if available: _____

By: _____

Title: _____

Attachments that are a part of
this Contract:

Payment/Performance Bond
Payment Bond

PAYMENT BOND

We, RAMEY CONSTRUCTION CO., INC., as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$117,460.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the UW SPOKANE CENTER REMODEL. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors;
- B. pay all taxes and contributions, increases and penalties as authorized by law including payment of all taxes incurred on the Contract under title 50 and 51 Revised Code of Washington (RCW) and all taxes imposed on the principal under Title 82 RCW; and
- C. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

RAMEY CONSTRUCTION CO., INC.,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss
County of _____)

I certify that I know or have satisfactory evidence that _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named Surety company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, RAMEY CONSTRUCTION CO., INC., as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$117,460.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the UJW SPOKANE CENTER REMODEL. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

RAMEY CONSTRUCTION CO., INC.,
AS PRINCIPAL

By: _____
Title: _____

AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath
stated that he/she was authorized to sign the document and acknowledged it as the agent
or representative of the named Surety Company which is authorized to do business in the
State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

SMALL PROJECTS BID FORM – STIPULATED SUM (SINGLE PRIME CONTRACT)

PROPOSAL FOR:
City of Spokane
UW Spokane Center Remodel
201 E. Main, Spokane
BR# 15004

Note: All bidders must complete this form in entirety. No substitutions or alternate formats will be accepted.

All bids shall be e-mailed in PDF format to: John McLean, Blue Room Architecture (john@brdstudio.com) w/ simultaneous copy to David Steele, City of Spokane (dsteale@spokanecity.org). Bids shall be received no later than 11A, Wednesday, March 25. Delivery receipt shall be issued. (Bidders are responsible to ensure timely and complete delivery of transmitted files).

Bidder's Firm Name: Ramey Const

Bidder's Address: 5930 N. Freya

Telephone: 509-483-9000 E-Mail: levi@rameyco.com

Bidder's Contact Name: Levi Bush

Washington State Contractor's Registration Number: RAMCY CC13305

Expiration Date of License: 10-14-15

The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, including all clarifications or addenda issued for the following sums:

BASE BID (EXCLUDING WSST AND PRE-DETERMINED SUBCONTRACTOR PRICING)

ALL LABOR AND MATERIALS, for the sum of: \$ 101,890.⁰⁰

Sum in words: One hundred One Thousand Eight hundred Ninety Dollars

ALTERNATE #1 BID (not including WSST):

ALL LABOR AND MATERIALS, for the sum of: \$ 950.⁰⁰

Sum in words: Nine Hundred Fifty dollars

ALTERNATE #2 BID (not including WSST):

ALL LABOR AND MATERIALS, for the sum of: \$ 1,680.⁰⁰

Sum in words: One Thousand Six hundred Eighty dollars

ALTERNATE #3 BID (not including WSST):

ALL LABOR AND MATERIALS, for the sum of: \$ 12,940.⁰⁰

Sum in words: Twelve Thousand Nine hundred forty dollars

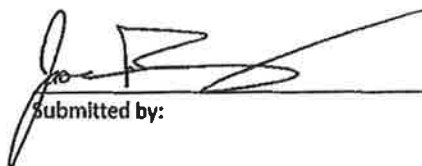
NOTES:

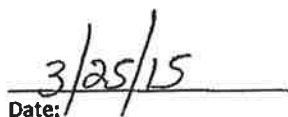
1. ALL BIDDERS SHALL BE NOTIFIED OF COMPLETE BID RESULTS
2. CONTRACT FORMAT SHALL BE NEGOTIATED UPON AWARD OF BID.
3. OWNER IS RESPONSIBLE FOR ALL PLAN REVIEW AND PERMIT FEES.
4. BIDDER AGREES TO ALL REQUIREMENTS OF MUNICIPAL SMALL WORK ROSTER PROJECT DELIVERY AND CLOSE OUT.
5. BID MUST INCLUDE PROOF OF BONDING & INSURANCES AND BID BOND PAYMENT EQUAL TO 5% OF BID AMOUNT.

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder understands the location and specific nature of this scope of work and has accounted for it in entirety within this bid.
3. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
4. The Bidder has visited the Project site or has not visited the site at his/her own risk, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents and has acknowledged addenda.
5. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition.
6. The Bidder will execute the Contract Form with the Owner, if a Contract is awarded on the basis of this bid, or turn down the award within a period of 7 (seven) calendar days.
7. Bidder acknowledges that by signing the Bid Form, that is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
8. It is the contractor's responsibility to bid work in entirety including Incidentals that may or may not have been depicted in the construction documents but are considered industry-standard to the nature of the scope of work as defined.
9. The contractor agrees to full disclosure and cooperation in the event of project-related jurisdictional inquiries.
10. All signatures must be original.


Submitted by:


Date:

END OF SECTION 00 01 04

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

04/27/2015

<u>Date Rec'd</u>	4/10/2015
<u>Clerk's File #</u>	OPR 2007-0767
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC AFFAIRS/COMMUNICATIONS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JOHN DELAY 6355	<u>Project #</u>	
<u>Contact E-Mail</u>	JDELAY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15419
<u>Agenda Item Name</u>	KSPS PEG CONTRACT		

Agenda Wording

Cable Educational Access Agreement with the Friends of KSPS

Summary (Background)

The City of Spokane designates KSPS as the administrator of C.A.B.L.E. PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the C.A.B.L.E then relays those requests on to the City for funding. Comcast PEG Funds are used for capital equipment purchases.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 88,000	#	1940-37330-28800-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CODDINGTON, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	email sent to Council
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

CABLE EDUCATIONAL ACCESS AGREEMENT
FRIENDS OF KSPS
Amendment No. 5

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and Friends of KSPS, whose address is 3911 South Regal Street, Spokane, Washington 99223, as "KSPS."

WHEREAS, the City entered into an Agreement dated February 6, 2007, with Spokane School District 81 that provided PEG monies to KSPS for public educational programming, and the above mentioned agreement has been assigned from Spokane School District 81 to KSPS in 2013; and

WHEREAS, KSPS has agreed to continue to provide public educational television on the cable channel designated for that purpose; and

WHEREAS, City staff has proposed and KSPS has accepted capital grant fund reimbursement for 2015 needs from Comcast PEG monies with the grant not involving funds other than PEG fees dedicated to such purposes under the Comcast franchise; and

WHEREAS, KSPS has agreed to continue to public educational television programming and the continued operation of the channel is in the public interest;
-- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Agreement dated February 6, 2007, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. 2015 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast cable company (C-33571) for PEG Fee source expenditures, the City agrees to pay KSPS from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant up to EIGHTY EIGHT THOUSAND AND NO/100 DOLLARS (\$88,000.00) for capital expenditures for the calendar year 2015. Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

A. KSPS agrees to continue to present community public programming on the cable channel designated for this purpose and represents to the City that it has adequate operational funding and other resources necessary to accomplish this function; and

- B. KSPS understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. KSPS shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event KSPS cannot do so to City's satisfaction, KSPS is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19 J (4). CKSPS further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to KSPS for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. FUNDING APPROVAL. PEG funds and expenses will be approved upon submission of expense receipts to the City.

Dated: _____

CITY OF SPOKANE

By: _____
Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

Friends of KSPS

Email Address: _____

By: _____

Title: _____

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

04/27/2015

<u>Date Rec'd</u>	4/11/2012
<u>Clerk's File #</u>	CPR 2015-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2015

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 4/20/15.
Total:\$ 9,065,469.24 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total: \$ 8,816,583.10.

Summary (Background)

Pages 1-38 Check numbers: 507632 - 508080 ACH payment numbers: 17948 - 18073 On file for review in City
Clerks Office: 38 Page listing of Claims

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 8,816,583.10	# Various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	SANDERS, THERESA	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 16

APPROVAL FUND SUMMARY

DATE: 04/21/15
TIME: 07:44
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	958,547.64
1100	STREET FUND	305,926.80
1200	CODE ENFORCEMENT FUND	2,942.91
1300	LIBRARY FUND	17,061.11
1380	TRAFFIC CALMING MEASURES	20.14
1400	PARKS AND RECREATION FUND	24,356.47
1450	UNDER FREEWAY PARKING FUND	2,747.73
1460	PARKING METER REVENUE FUND	3,001.63
1510	SPOKANE RGL EMERG COMM SYS	3,020.76
1530	LOCAL LAW ENF BLOCK GRANT FUND	0.00
1541	CONTINUUM OF CARE	0.00
1560	FORFEITURES & CONTRIBUTION FND	7,801.85
1590	HOTEL/MOTEL TAX FUND	4,166.67
1620	PUBLIC SAFETY & JUDICIAL GRANT	2,924.80
1630	COMBINED COMMUNICATIONS CENTER	10,340.90
1640	COMMUNICATIONS BLDG M&O FUND	14,048.99
1680	CD/HS OPERATIONS	2,975.48
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695	CDBG REVOLVING LOAN FUND	11.85
1970	EMS FUND	225,333.41
2100	GO BOND REDEMPTION FUND	46,750.00
3200	ARTERIAL STREET FUND	238,749.98
3346	CAPITAL IMPROVEMENTS 2015 PARK	54,617.00
3404	2004 UTGO STREET BONDS	13,296.71
4100	WATER DIVISION	132,861.25
4250	INTEGRATED CAPITAL MANAGEMENT	8,128.76
4300	SEWER FUND	2,432,203.65
4480	SOLID WASTE FUND	706,283.10
4490	SOLID WASTE DISPOSAL	280,509.34
4600	GOLF FUND	3,660.34
4700	BLDG SERVICES	15,761.91
5100	FLEET SERVICES FUND	62,359.45
5200	PUBLIC WORKS AND UTILITIES	5,527.79
5300	IT FUND	42,788.60
5400	REPROGRAPHICS FUND	15,062.03
5600	ACCOUNTING SERVICES	10,083.64
5800	RISK MANAGEMENT FUND	58,101.50
5810	WORKERS' COMPENSATION FUND	1,648.57
5820	UNEMPLOYMENT COMPENSATION FUND	12.66
5830	EMPLOYEES BENEFITS FUND	1,085,613.64
5900	ASSET MANAGEMENT FUND OPS	36,147.99
5901	ASSET MANAGEMENT FUND CAPITAL	5,049.18
6060	EMPLOYEES' RETIREMENT FUND	546.38
6070	FIREFIGHTERS' PENSION FUND	8,121.71
6080	POLICE PENSION FUND	9,200.85
6920	CLAIMS CLEARING FUND	1,258.80
6960	SALARY CLEARING FUND NEW	1,957,009.13
TOTAL:		8,816,583.10

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80017955	28.04
EASTERN WASHINGTON UNIVERSITY	CONTRACTUAL SERVICES CHECK NO. - 00507949	2,728.46
PAUKERT & TROPPEMAN PLLC	LEGAL SERVICES ACH PMT NO. - 80017981	2,226.80
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80018035	187.50
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES CHECK NO. - 00507985	4,533.40
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80018064	9,663.79
TOTAL FOR 0020 - NONDEPARTMENTAL		19,367.99

0030 - POLICE OMBUDSMAN

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	116.00
TOTAL FOR 0030 - POLICE OMBUDSMAN		116.00

0100 - GENERAL FUND

ALEXANDER ZOBOV 3405 S COOK ST APT 12	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00508026	25.00
BANK OF AMERICA BANKCARD CENTER	PCARD ADVANCE PYMT REC CHECK NO. - 00508012	57,107.41
CALEB JORDAN LEE ALVARADO 12707 NE 116TH APT 101	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00508030	1,000.00
CHERYL ROCHDE 6104 N ELM	DEPOSIT - RESTITUTION CHECK NO. - 00508031	25.00
CITY OF SPOKANE ASC LLC 808 W SPOKANE FALLS BLVD	DEPOSIT - RESTITUTION CHECK NO. - 00508036	258.32
CLAYTON BUSKIRK 3921 W INDIAN TRAIL RD	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00508027	750.00
CRAIG CLIFFORD HARRIGAN 14 SW 5TH	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00508028	5,000.00
DARRICK JOUSHA PREBLE 13003 S CAMPBELL RD	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00508029	2,500.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JEFFERY STEWART 39842 NORTH SHORE RD	DEPOSIT - RESTITUTION CHECK NO. - 00508035	25.00
JENIFER PARKER 13147 W 12TH AVE	DEPOSIT - RESTITUTION CHECK NO. - 00508034	25.00
KAYLE BEAN 3010 S PINES APT 20	DEPOSIT - RESTITUTION CHECK NO. - 00508032	45.00
NEW HORIZON CARE CENTERS INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507698	7,241.00
PROFORCE LAW ENFORCEMENT PROFORCE MARKETING INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507977	29,139.31
SALEM ARMS COMMUNITY HOUSING	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80017983	7,372.59
SETH MOORE 1118 E COURTLAND	DEPOSIT - RESTITUTION CHECK NO. - 00508033	100.00
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507712	5,325.37
SPOKANE HOUSING VENTURES	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507713	6,435.08
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80017984	31,652.83
SPOKANE PUBLIC FACILITIES DISTRICT	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507983	9,742.87
STEPHEN GREGORY JOHNSON 530 W 23RD AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00508037	2,500.00
TODD ALLEN JOHNSTON 10376 N BATEMAN ST	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00508038	750.00
US BANK	PCARD ADVANCE PYMT REC ACH PMT NO. - 80018067	292,855.99

TOTAL FOR 0100 - GENERAL FUND 459,875.77

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	485.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,549.93

TOTAL FOR 0230 - CIVIL SERVICE 2,034.93

0260 - CITY CLERK

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80017955	383.94
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00507634	32.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	215.00
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	55.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,021.25

TOTAL FOR 0260 - CITY CLERK		1,707.19

0300 - HUMAN SERVICES

LUTHERAN COMMUNITY SERVICES NW	CONTRACTUAL SERVICES ACH PMT NO. - 80017979	8,469.53
PIONEER HUMAN SERVICES	CONTRACTUAL SERVICES CHECK NO. - 00507703	4,999.96
SECOND HARVEST FOOD BANK OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00507707	5,970.00
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80017984	5,233.45

TOTAL FOR 0300 - HUMAN SERVICES		24,672.94

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	465.00
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	69.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80018035	187.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,783.58

TOTAL FOR 0320 - COUNCIL		2,505.08

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	330.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LAWTON PRINTING INC	PRINTING/BINDING OS VENDOR CHECK NO. - 00507884	2,180.52
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	87.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,521.36
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	96.86

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS 4,215.74

0350 - COMMUNITY CENTERS

COPPERMINE FIRE SUPPRESSION SYSTEMS LLC	BUILDING IMPROVEMENTS CHECK NO. - 00507670	1,069.75

TOTAL FOR 0350 - COMMUNITY CENTERS 1,069.75

0370 - ENGINEERING SERVICES

AASHTO 2	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00507873	700.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018015	571.48
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018015	87.06
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	2,680.00
STANDARD DIGITAL PRINT CO INC	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80018063	305.36
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	10,386.64

TOTAL FOR 0370 - ENGINEERING SERVICES 14,730.54

0410 - FINANCE

DEVRIES INFORMATION MANAGEMENT	POSTAGE CHECK NO. - 00507673	220.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	615.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	2,189.28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US POSTAL SERVICE	POSTAGE	
C/O APS INC	CHECK NO. - 00507717	1,240.00

TOTAL FOR 0410 - FINANCE		4,264.28
0430 - GRANTS MANAGEMENT		

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00507952	150.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00507993	476.19

TOTAL FOR 0430 - GRANTS MANAGEMENT		626.19
0450 - COMM & NEIGHBHD SVCS DIVISION		

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00507952	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00507993	338.82

TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		413.82
0460 - MY SPOKANE		

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00507952	315.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00507993	1,127.48

TOTAL FOR 0460 - MY SPOKANE		1,442.48
0470 - HISTORIC PRESERVATION		

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00507952	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00507993	300.07

TOTAL FOR 0470 - HISTORIC PRESERVATION		375.07
0500 - LEGAL		

A-1 SERVICE	PROFESSIONAL SERVICES	
	CHECK NO. - 00507666	645.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	731.87
COWLES PUBLISHING COMPANY dba SPOKESMAN-REVIEW	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80017966	171.60
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00507634	20.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES CHECK NO. - 00507677	50.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	MISC SERVICES/CHARGES CHECK NO. - 00507677	65.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00507635	24.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	1,685.00
JENNY TUPPER MOOMAW DBA INTERPRETER SERVICES	INTERPRETER COSTS CHECK NO. - 00508015	250.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS CHECK NO. - 00508016	73.70
LEXISNEXIS A DIVISION OF REED ELSEVIER INC	PUBLICATIONS CHECK NO. - 00507692	4,096.63
PREMIERE GLOBAL SERVICES/ AMRICAN TELECONFERENCING	LEGAL SERVICES CHECK NO. - 00507704	34.86
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00508050	49.01
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00508050	84.24
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	8,457.24
WA ASSN OF PROSECUTING ATTORNEYS	CLE TRAVEL CHECK NO. - 00507718	800.00
TOTAL FOR 0500 - LEGAL		17,238.89

0520 - MAYOR

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00507632	80.00
DAVID S FOSTER DBA FOSTER GOVERNMENT	CONTRACTUAL SERVICES CHECK NO. - 00507683	2,750.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	165.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MJB CONSULTING INC	CONTRACTUAL SERVICES CHECK NO. - 00507696	2,750.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,612.94
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	94.46
TOTAL FOR 0520 - MAYOR		7,452.40

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	135.00
JASON SWAIN DBA JASON SWAIN & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO. - 80018047	1,250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	619.16
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,004.16

0560 - MUNICIPAL COURT

AMY F CROSS 8604 E SOUTH RIVERWAY AVE	PARKING FINES CHECK NO. - 00508021	15.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00507634	20.00
GUARDSMARK LLC	ALARM/SECURITY SERVICES CHECK NO. - 00507688	343.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	1,580.00
JAMES BILLINGSLEY 13031 W 12TH AVE	PARKING FINES CHECK NO. - 00508023	10.00
KENNETH BARNEY TUNTLAND 9509 W DRIFTWOOD DR	PARKING FINES CHECK NO. - 00508022	30.00
RICHARD C HARRIS 25873 W WINSLOW AVE	PARKING FINES CHECK NO. - 00508025	25.00
SHEILA G HOBERG 9624 S HILBY	PARKING FINES CHECK NO. - 00508020	15.00
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	178.00
STUART DIMMEL WHITWORTH UNIVERSITY	PARKING FINES CHECK NO. - 00508019	150.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	6,389.87

VALLEY EMPIRE COLLECTION 8817 E MISSON SUITE 101	PARKING FINES CHECK NO. - 00508024	40.36

TOTAL FOR 0560 - MUNICIPAL COURT		8,796.67

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	135.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	404.12

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		539.12

0620 - HUMAN RESOURCES

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00507634	4.00

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	437.50

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,635.00

TOTAL FOR 0620 - HUMAN RESOURCES		2,076.50

0650 - PLANNING SERVICES

BERGERABAM INC	CONTRACTUAL SERVICES CHECK NO. - 00507941	1,331.76

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	587.00

MAUL FOSTER & ALONGI, INC	CONTRACTUAL SERVICES ACH PMT NO. - 80017980	980.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	2,201.60

TOTAL FOR 0650 - PLANNING SERVICES		5,100.36

0680 - POLICE

AT&T MOBILITY	CELL PHONE CHECK NO. - 00507940	253.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAMTEK INC	BUILDING IMPROVEMENTS CHECK NO. - 00507668	9,161.64
CENTURYLINK	TELEPHONE CHECK NO. - 00507943	2,847.41
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018018	416.05
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	14,355.18
DELL MARKETING LP	MINOR EQUIPMENT CHECK NO. - 00508014	4,303.14
FRANK G STRAUB OR SELBY SMITH OR RICK DOBROW TRUSTEE	MISC SERVICES/CHARGES CHECK NO. - 00507888	3,470.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	45,508.38
INT'L ASSN OF CHIEFS OF POLICE	REGISTRATION/SCHOOLING CHECK NO. - 00507691	15,316.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00507700	71.25
SOUTHERN POLICE INSTITUTE	REGISTRATION/SCHOOLING CHECK NO. - 00508048	1,390.00
SOUTHERN POLICE INSTITUTE	TRAVEL CHECK NO. - 00508048	600.00
SPOKANE COPS	CONTRACTUAL SERVICES ACH PMT NO. - 80017985	103,643.75
SPOKANE COUNTY FACILITIES SPOKANE COUNTY TREASURER	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00508053	195.46
STANDARD DIGITAL PRINT CO INC	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80018063	182.62
ULINE INC	OPERATING SUPPLIES CHECK NO. - 00507889	2,023.40
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	32,495.23
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00507999	26.05
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00507999	119,125.88
WCP SOLUTIONS	OFFICE SUPPLIES ACH PMT NO. - 80018068	303.00
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80018068	6,149.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00508001	575.00

XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80018044	50.21

TOTAL FOR 0680 - POLICE		362,462.71

0690 - PROBATION SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	272.87

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	690.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	2,405.90

TOTAL FOR 0690 - PROBATION SERVICES		3,368.77

0700 - PUBLIC DEFENDER

FRANCIS ADEWALE	TRAVEL CHECK NO. - 00508010	324.30

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	1,265.00

JAZMYN CLARK	TRAVEL CHECK NO. - 00508013	267.20

LARRY TANGEN	LEGAL SERVICES CHECK NO. - 00507988	3,792.75

SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00508050	49.02

SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00508050	98.45

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	5,684.02

TOTAL FOR 0700 - PUBLIC DEFENDER		11,480.74

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	150.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	459.55

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		609.55

1100 - STREET FUND		

ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80017960	1,305.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018015	228,860.64
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018015	960.20
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	1,593.64
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	5,005.71
KPFF CONSULTING ENGINEERS	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80017978	13,789.36
NATIONAL BARRICADE COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507966	4,358.44
NORCO INC	OPERATING SUPPLIES CHECK NO. - 00507967	45.82
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00507700	71.25
PAUL PARISH LTD	STRUCTURE REPAIRS/MAINTENANCE CHECK NO. - 00507971	741.75
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	132.00
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES CHECK NO. - 00508058	8,212.84
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	17,928.08
WASHINGTON ASPHALT PAVEMENT ASSN	REGISTRATION/SCHOOLING CHECK NO. - 00507721	125.00
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00508000	21,925.87
WILBUR ELLIS COMPANY	OPERATING SUPPLIES CHECK NO. - 00508064	801.99
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80018006	69.21
TOTAL FOR 1100 - STREET FUND		305,926.80

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1200 - CODE ENFORCEMENT FUND

ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00507664	101.59
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	565.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES CHECK NO. - 00507710	144.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	2,132.32
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		2,942.91

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	3,050.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	14,011.11
TOTAL FOR 1300 - LIBRARY FUND		17,061.11

1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018015	20.14
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		20.14

1400 - PARKS AND RECREATION FUND

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80017955	30.18
FIREPOWER INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80017974	106.53
GRIFFIN PUBLISHING INC	PRINTING/BINDING OS VENDOR ACH PMT NO. - 80017975	969.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	2,661.90
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	20,588.26
TOTAL FOR 1400 - PARKS AND RECREATION FUND		24,356.47

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018014	2,559.82
SPOKANE CITY TREASURER	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00508050	187.91
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		2,747.73

1460 - PARKING METER REVENUE FUND

GARLAND PRINTING CO	PRINTING/BINDING OS VENDOR CHECK NO. - 00507685	76.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	648.94
MANDI DECKER	CLOTHING CHECK NO. - 00507671	146.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	2,089.08
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	40.77
TOTAL FOR 1460 - PARKING METER REVENUE FUND		3,001.63

1510 - SPOKANE RGL EMERG COMM SYS

CENTURYLINK	TELEPHONE CHECK NO. - 00507943	44.75
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	213.73
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	450.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,867.71
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	444.57
TOTAL FOR 1510 - SPOKANE RGL EMERG COMM SYS		3,020.76

1530 - LOCAL LAW ENF BLOCK GRANT FUND

PROFORCE LAW ENFORCEMENT PROFORCE MARKETING INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507977	29,139.31-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PROFORCE LAW ENFORCEMENT	MINOR EQUIPMENT	
PROFORCE MARKETING INC	CHECK NO. - 00507977	29,139.31

TOTAL FOR 1530 - LOCAL LAW ENF BLOCK GRANT FUND	0.00

1541 - CONTINUUM OF CARE

NEW HORIZON CARE CENTERS INC	CONTRACTUAL SERVICES CHECK NO. - 00507698	7,241.00
NEW HORIZON CARE CENTERS INC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507698	7,241.00-
SALEM ARMS COMMUNITY HOUSING	CONTRACTUAL SERVICES ACH PMT NO. - 80017983	7,372.59
SALEM ARMS COMMUNITY HOUSING	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80017983	7,372.59-
SPOKANE HOUSING VENTURES	CONTRACTUAL SERVICES CHECK NO. - 00507713	6,435.08
SPOKANE HOUSING VENTURES	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507713	6,435.08-
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80017984	31,652.83
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80017984	31,652.83-

TOTAL FOR 1541 - CONTINUUM OF CARE	0.00

1560 - FORFEITURES & CONTRIBUTION FND

SPOKANE COUNTY BAR ASSN	MISC SERVICES/CHARGES	
SPOKANE COUNTY COURTHOUSE	CHECK NO. - 00507711	1,000.00
THE HON COMPANY	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80018003	2,843.05
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80018045	3,958.80

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	7,801.85

1590 - HOTEL/MOTEL TAX FUND

SPOKANE REGIONAL SPORTS COMMISSION	CONTRACTUAL SERVICES CHECK NO. - 00507984	4,166.67

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND	4,166.67

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	882.03
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00507712	5,325.37
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507712	5,325.37-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	261.94
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00507999	1,780.83
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		2,924.80

1630 - COMBINED COMMUNICATIONS CENTER

CENTURYLINK	TELEPHONE CHECK NO. - 00507943	403.65
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	531.56
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	1,161.40
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507955	1,418.15
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80018036	1,216.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	4,581.21
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	101.43
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80018040	124.84
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00507999	802.20
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		10,340.90

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018015	6,778.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018015	1,146.39
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80017965	4,319.06
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00507680	1,805.00
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		14,048.99

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	525.00
NW FAIR HOUSING ALLIANCE	REGISTRATION/SCHOOLING CHECK NO. - 00508043	200.00
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	120.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	2,130.48
TOTAL FOR 1680 - CD/HS OPERATIONS		2,975.48

1690 - COMM DEVELOPMENT BLOCK GRANTS

SPOKANE PUBLIC FACILITIES DISTRICT	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00507983	9,742.87-
SPOKANE PUBLIC FACILITIES DISTRICT	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00507983	9,742.87
TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS		0.00

1695 - CDBG REVOLVING LOAN FUND

SPOKANE CITY TREASURER	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00508050	11.85
TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND		11.85

1970 - EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80017948	97.16
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018015	15,537.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80018015	9,469.13
BROOKDALE SENIOR LIVING INC C/O 6737 W WASHINGTON ST	PROTECTIVE INSPECTION FEES CHECK NO. - 00508042	47.50
CENTURYLINK	TELEPHONE CHECK NO. - 00507943	272.17
CHRISTEN ANN KISHEL PHD	MEDICAL SERVICES CHECK NO. - 00507957	600.00
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80017965	1,547.09
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	2,462.17
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00507634	8.00
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00507680	2,080.00
GENERAL FIRE APPARATUS CO INC	MINOR EQUIPMENT CHECK NO. - 00507686	1,163.09
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00507880	1,218.21
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	16,617.70
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507955	26,091.23
JAMES W BOWEN	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80018072	163.05
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80018026	4,891.50
NORCO INC	OPERATING SUPPLIES CHECK NO. - 00507967	69.27
NORCO INC	SAFETY SUPPLIES CHECK NO. - 00507967	2,077.00
ROBERT S WILLIAMS	TRAVEL ACH PMT NO. - 80018048	261.70
SPOKANE COMMUNITY COLLEGE ATTN RICK WATKINS	PROTECTIVE INSPECTION FEES CHECK NO. - 00508041	19.00
SPOKANE FIRE DEPARTMENT IMPREST FUND	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00507982	34.80
SPOKANE FIRE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00507982	49.39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE DEPARTMENT IMPREST FUND	PARKING/TOLLS CHECK NO. - 00507982	6.00
SPOKANE FIRE DEPARTMENT IMPREST FUND	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00507982	41.10
SPOKANE FIRE DEPARTMENT IMPREST FUND	REGISTRATION/SCHOOLING CHECK NO. - 00507982	50.00
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00507982	97.83
SPOKANE FIRE DEPARTMENT IMPREST FUND	SAFETY SUPPLIES CHECK NO. - 00507982	32.27
SPOKANE FIRE DEPARTMENT IMPREST FUND	SMALL TOOLS CHECK NO. - 00507982	27.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	17,815.79
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	3,321.29
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80018040	2,419.48
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00507999	29.16
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00507999	116,717.28
TOTAL FOR 1970 - EMS FUND		225,333.41

2100 - GO BOND REDEMPTION FUND		

A DASHEN & ASSOCIATES	DEBT ISSUE COSTS CHECK NO. - 00508008	46,750.00
TOTAL FOR 2100 - GO BOND REDEMPTION FUND		46,750.00

3200 - ARTERIAL STREET FUND		

BLUE MOON GARDEN & NURSERY LLC	OTHER IMPROVEMENTS CHECK NO. - 00507942	14,082.09
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00507633	15,792.48
CH2M HILL	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017964	35,365.85
HOME FIRES NURSERY & LANDSCAPE MATERIALS INC	OTHER IMPROVEMENTS CHECK NO. - 00507878	9,565.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00507695	61,088.53
MORRISON MAIERLE INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00507697	8,740.00
PACIFIC NW INLANDER/DIV OF INLAND PUBLICATIONS INC	OTHER IMPROVEMENTS CHECK NO. - 00507701	416.00
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017982	22,168.34
THOMAS DEAN & HOSKINS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00507715	8,166.80
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00507720	63,364.29
TOTAL FOR 3200 - ARTERIAL STREET FUND		238,749.98
3346 - CAPITAL IMPROVEMENTS 2015 PARK		

A DASHEN & ASSOCIATES	DEBT ISSUE COSTS CHECK NO. - 00508008	54,617.00
TOTAL FOR 3346 - CAPITAL IMPROVEMENTS 2015 PARK		54,617.00
3404 - 2004 UTGO STREET BONDS		

RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017982	13,296.71
TOTAL FOR 3404 - 2004 UTGO STREET BONDS		13,296.71
4100 - WATER DIVISION		

AZTECA SYSTEMS INC	CONTRACTUAL SERVICES CHECK NO. - 00507665	38,045.00
CENTURYLINK	TELEPHONE CHECK NO. - 00507943	706.15
CHATEUREUX MASSAGE 621 W MALLON AVE STE 606	REFUNDS CHECK NO. - 00508039	3.23
H D SUPPLY WATERWORKS LTD	INVENTORY PURCHASES FOR WATER CHECK NO. - 00507875	10,624.93
H D SUPPLY WATERWORKS LTD	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00507875	1,310.59
H2E INC	CONTRACTUAL SERVICES CHECK NO. - 00507689	6,872.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	7,331.00
INDUSTRIAL SOFTWARE SOLUTIONS- WONDERWARE LLC	PERMITS/OTHER FEES CHECK NO. - 00507881	9,375.38
NORCO INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00507967	116.80
NW SANDBLAST & PAINT LLC	REPAIRS/MAINTENANCE CHECK NO. - 00507968	1,853.34
OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00507969	7,499.75
OLYMPIC FOUNDRY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00507969	472.85
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80018029	2,997.70
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017982	9,848.48
SAFEGUARD/ECOVA PO BOX 74226	REFUNDS CHECK NO. - 00508017	122.87
SPECIALTY ROOFING LLC	BUILDING IMPROVEMENTS CHECK NO. - 00507709	3,832.75
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00508052	842.79
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	532.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	27,795.09
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	2,443.03
WATSON MANAGEMENT CO INC FOR REAL SOLUTIONS LLC	REFUNDS CHECK NO. - 00508018	16.34
WHITE BLOCK COMPANY INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00508063	219.14

TOTAL FOR 4100 - WATER DIVISION

132,861.25

4250 - INTEGRATED CAPITAL MANAGEMENT

CHATEUREUX MASSAGE 621 W MALLON AVE STE 606	REFUNDS CHECK NO. - 00508039	26.34
DCI ENGINEERS D'AMATO CONVERSANO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017967	3,200.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	625.00
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00508051	231.32
TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017987	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	3,019.76
WATSON MANAGEMENT CO INC FOR REAL SOLUTIONS LLC	REFUNDS CHECK NO. - 00508018	26.34
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		8,128.76

4300 - SEWER FUND

ASSERO SERVICES 10 CANAL ST STE 232	REFUNDS CHECK NO. - 00508040	11.43
CHATEUREUX MASSAGE 621 W MALLON AVE STE 606	REFUNDS CHECK NO. - 00508039	32.01
SAFEGUARD/ECOVA PO BOX 74226	REFUNDS CHECK NO. - 00508017	2.82
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00508051	282.74
WATSON MANAGEMENT CO INC FOR REAL SOLUTIONS LLC	REFUNDS CHECK NO. - 00508018	32.01
TOTAL FOR 4300 - SEWER FUND		361.01

4310 - SEWER MAINTENANCE DIVISION

AZTECA SYSTEMS INC	CONTRACTUAL SERVICES CHECK NO. - 00507665	27,175.00
CENTURYLINK	TELEPHONE CHECK NO. - 00507943	82.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	3,640.00
LYNN SCHMIDT	TRAVEL CHECK NO. - 00507981	47.00
MORAN FENCE INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00507961	1,609.85
RAYLENE L GENNETT	TUITION REIMBURSEMENT ACH PMT NO. - 80017990	1,165.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00508050	1,978.48
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	83.00
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00508050	988.71
TRAFFIC SAFETY SUPPLY INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00508058	2,975.67
T-MOBILE	CELL PHONE CHECK NO. - 00507989	935.26
UNITED RENTALS NW INC	REGISTRATION/SCHOOLING CHECK NO. - 00507990	1,350.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	11,667.45
WALTER E NELSON CO	OTHER MISC CHARGES CHECK NO. - 00508060	909.60
WALTER E NELSON CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508060	852.53
WM WINKLER CO	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00508066	1,630.50
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018071	5,295.91
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80018044	174.01
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		62,560.87

4320 - ADVANCED WASTEWATER TRTMT PLNT

ANATEK LABS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80018013	2,430.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	427.74
ELGA	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80017970	436.72
EMERALD SERVICES INC DBA ENVIRONMENTAL & HAZARDOUS	PROFESSIONAL SERVICES CHECK NO. - 00507679	2,091.93
EUROFINS FRONTIER GLOBAL SCIENCES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80017971	40.00
EVOQUA WATER TECHNOLOGIES LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80017972	10,869.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FISHER SCIENTIFIC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00507682	2,623.84
HACH COMPANY AMERICAN SIGMA	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507876	2,382.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	5,700.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80017996	12,732.03
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018023	20,126.55
KING SOFT WATER COMPANY	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00507956	613.07
MARZ MOUNTAIN INDUSTRIES INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00507693	5,432.83
NALCO CO	CHEMICAL/LAB SUPPLIES CHECK NO. - 00507964	9,978.28
NAUTILUS ENVIRONMENTAL LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80018027	6,250.00
NORCO INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00507967	291.32
NORCO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507967	396.76
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018028	4,075.71
PACIFIC RIM LABORATORIES INC	PROFESSIONAL SERVICES CHECK NO. - 00507702	4,500.00
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00507970	5,058.72
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80018030	26,235.00
SIEMENS INDUSTRY INC c/o CITY BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018062	2,824.37
SMK SERVICE INC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00508047	1,747.92
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00508050	12,841.16
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00508050	3,862.85
SVL ANALYTICAL INC	PROFESSIONAL SERVICES CHECK NO. - 00508056	504.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOBY'S BATTERY & AUTO ELECTRIC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508057	1,983.75
TRAFFIC SAFETY SUPPLY INC	OPERATING SUPPLIES CHECK NO. - 00508058	410.89
T-MOBILE	CELL PHONE CHECK NO. - 00507989	26.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	21,046.28
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	2,320.44
WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES -	543.75
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	34.37
WA STATE PARKS & RECREATION COMMISSION	MISC SERVICES/CHARGES CHECK NO. - 00507996	1,092.73
WIN 911 SOFTWARE	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00507890	395.00
TOTAL FOR 4320 - ADVANCED WASTEWATER TRTMT PLNT		172,327.31
4360 - ENVIRONMENTAL PROGRAMS		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	225.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	721.04
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		946.04

4370 - SEWER CONSTRUCTION FUND		

AECOM TECHNICAL SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80018012	238,094.86
AECOM TECHNICAL SERVICES INC	CONSTRUCTION PROFESSIONAL SRVC ACH PMT NO. - 80018012	2,553.12
CH2M HILL ENGINEERS INC	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00507944	618,303.48
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017976	371,020.96
HOFFMAN CONTRACTORS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017977	14,502.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

IMCO GENERAL CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00507690	760,995.40
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80017982	86,484.50
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80017988	39,697.74
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80017988	64,355.61

TOTAL FOR 4370 - SEWER CONSTRUCTION FUND	-----	2,196,008.42

4480 - SOLID WASTE FUND

CHATEUREUX MASSAGE 621 W MALLON AVE STE 606	REFUNDS CHECK NO. - 00508039	28.42
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00508051	273.31

TOTAL FOR 4480 - SOLID WASTE FUND	-----	301.73

4490 - SOLID WASTE DISPOSAL

ABB INC	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00507663	5,170.00
BARR-TECH LLC	PROFESSIONAL SERVICES CHECK NO. - 00507667	11,540.88
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80017952	1,221.54
DICK IRVIN INC.	CONTRACTUAL SERVICES ACH PMT NO. - 80017968	3,210.02
DIVCO INC	CONTRACTUAL SERVICES ACH PMT NO. - 80017969	7,318.63
ELEMENT CREATIVE LLC	OPERATING SUPPLIES CHECK NO. - 00507678	6,717.59
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80017991	100.98
GRAINGER INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80017991	1,288.07
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES CHECK NO. - 00507687	19,334.47
HELFRICH BROTHERS BOILER WORKS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507877	160,615.11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	3,135.00
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES CHECK NO. - 00507694	6,250.00
MICHIGAN RENEWABLE CARBON RNFL ACQUISITION LLC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00507960	1,358.60
RIPPLINGER ENGINEERING LABORATOIRES	CONTRACTUAL SERVICES CHECK NO. - 00507979	255.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	15,678.68
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	190.66-
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	118.20
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	584.43
WHEELABRATOR SPOKANE INC OR CITY OF SPOKANE TREASURER	WHEELABRATOR SPOKANE, INC ACH PMT NO. - 80017989	36,802.80
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		280,509.34

4500 - SOLID WASTE COLLECTION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	5,097.50
KIMMEL ATHLETIC SUPPLY CO INC	OPERATING SUPPLIES ACH PMT NO. - 80018000	727.21
LAWTON PRINTING INC	PRINTING/BINDING OS VENDOR CHECK NO. - 00507884	112.50
OXARC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018029	2,841.80
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	124.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	19,505.96
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	378.56
WESTERN PETERBILT INC	VEHICLES ACH PMT NO. - 80018069	667,171.92
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018071	10,021.92

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4500 - SOLID WASTE COLLECTION		705,981.37

4600 - GOLF FUND		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	368.10
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	3,292.24
TOTAL FOR 4600 - GOLF FUND		3,660.34

4700 - BLDG SERVICES		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	2,202.51
MATTHEW HENRY	LOCAL MILEAGE ACH PMT NO. - 80018046	94.30
SPOKANE CITY TREASURER	REGISTRATION/SCHOOLING CHECK NO. - 00507887	286.00
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	612.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES CHECK NO. - 00507710	220.00
TRUEPOINT SOLUTIONS LLCC	CONTRACTUAL SERVICES CHECK NO. - 00508059	2,153.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	10,176.01
WILDROSE LTD dba WILDROSE GRAPHICS	OFFICE SUPPLIES ACH PMT NO. - 80018070	17.39
TOTAL FOR 4700 - BLDG SERVICES		15,761.91

5100 - FLEET SERVICES FUND		

AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00507938	447.26
BRAD L WHITE dba SUPERIOR FLUID POWER	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508055	405.93
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80017963	144.57
CHEVRON USA INC	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00507669	310.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CRAMBLIT INC dba HOTSYS OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00507879	163.05
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507674	83.09
DIVERSIFIED INSPECTIONS/ILT INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00507676	610.00
FASTENERS INC	MINOR EQUIPMENT ACH PMT NO. - 80017973	553.42
FASTENERS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80017973	246.00
FREEDOM TRUCK CENTERS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00507684	297.13
GRAINGER INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80017991	66.05
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	1,560.00
KENWORTH SALE COMPANY	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00507883	1,103.33
KENWORTH SALE COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507883	3,261.21
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507962	527.22
MOTION INDUSTRIES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507963	264.36
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT CHECK NO. - 00507965	47.68
NAPA AUTO PARTS GENUINE PARTS CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507965	123.13
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507681	17.64
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00507973	222.67
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00507719	9,043.14
ROMAINE ELECTRIC CORPORATION	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507980	339.69
ROUSE'S TOWING & RECOVERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00508044	577.20
RWC INTERNATIONAL LTD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80018061	2,271.22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00507636	762.57
SETINA MANUFACTURING INC JR SETINA MANUFACTURING CO INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508045	2,519.31
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508046	2,503.84
SPOKANE CITY TREASURER	TRAVEL CHECK NO. - 00507887	291.00
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508054	26.50
TIFCO INDUSTRIES	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018065	321.83
TRANSPORT EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018066	1,308.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	6,019.17
WALTER E NELSON CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508060	593.31
WATSON PAINT AND BODY WORKS	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00508061	1,134.70
WESTERN PETERBILT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80018069	7,480.34
WESTERN STATES EQUIPMENT CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508062	387.83
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00508065	229.18
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508065	16,095.06
TOTAL FOR 5100 - FLEET SERVICES FUND		62,359.45

5200 - PUBLIC WORKS AND UTILITIES

ASSERO SERVICES 10 CANAL ST STE 232	REFUNDS CHECK NO. - 00508040	15.03
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	1,385.00
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00508051	2.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	4,125.76

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		5,527.79

5300 - IT FUND		

ASSETWORKS	SOFTWARE MAINTENANCE ACH PMT NO. - 80017962	6,903.50
AT&T	TELEPHONE CHECK NO. - 00507939	50.88
BAKERSFIELD MOVING & STORAGE dba RELIABLE MOVING & STORAGE	NONTAXABLE MOVING EXPENSES ACH PMT NO. - 80018052	13,139.32
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00507634	9.50
DIRECT FIRE SUPPRESSION SYSTEM	ADVISORY TECHNICAL SERVICE CHECK NO. - 00507675	1,192.72
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	2,566.01
NORTHWEST VITAL RECORDS CENTER INC	ALARM/SECURITY SERVICES CHECK NO. - 00507699	2,083.31
RAIN NETWORKS	HARDWARE MAINTENANCE CHECK NO. - 00507978	2,184.87
SCOTT STIPE	REGISTRATION/SCHOOLING CHECK NO. - 00507987	250.00
T-MOBILE	CELL PHONE CHECK NO. - 00507989	20.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	9,360.15
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING RENTALS/LEASES CHECK NO. - 00507946	33.67
XEROX CORPORATION	OPERATING RENTALS/LEASES ACH PMT NO. - 80018043	3,992.38
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80018044	1,002.29
TOTAL FOR 5300 - IT FUND		42,788.60

5400 - REPROGRAPHICS FUND		

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80018018	11,557.96
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES CHECK NO. - 00507634	4.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	115.00
PRESSTEK INC	HARDWARE MAINTENANCE CHECK NO. - 00507705	1,508.21
SOFTUSE INC	SOFTWARE MAINTENANCE CHECK NO. - 00507708	759.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	568.05
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80018068	549.81
TOTAL FOR 5400 - REPROGRAPHICS FUND		15,062.03

5600 - ACCOUNTING SERVICES

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00507632	40.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	2,385.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	7,658.64
TOTAL FOR 5600 - ACCOUNTING SERVICES		10,083.64

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS LLC/ASC	INSURANCE ADMINISTRATION ACH PMT NO. - 80017959	23,758.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	30.00
RYAN, SWANSON & CLEVELAND PLLC	CONTRACTUAL SERVICES CHECK NO. - 00507706	4,553.10
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80018004	18,982.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	10,777.41
TOTAL FOR 5800 - RISK MANAGEMENT FUND		58,101.50

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	273.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,046.57
US HEALTHWORKS MEDICAL GROUP OF WASHINGTON PS	PROFESSIONAL SERVICES CHECK NO. - 00507716	81.00
WILLIAM M THRELFALL	LOCAL MILEAGE ACH PMT NO. - 80018073	247.25
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		1,648.57

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	3.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	8.91
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		12.66

5830 - EMPLOYEES BENEFITS FUND

A W REHN & ASSOCIATES	CONTRACTUAL SERVICES CHECK NO. - 00507662	998.75
A W REHN & ASSOCIATES	INSURANCE ADMINISTRATION CHECK NO. - 00507661	240.00
APS HEALTHCARE BETHESDA INC	PROFESSIONAL SERVICES ACH PMT NO. - 80017961	5,439.00
GROUP HEALTH COOPERATIVE	INSURANCE CLAIMS ACH PMT NO. - 80018021	120,356.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	255.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80018002	918,096.65
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	705.53
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80018042	3,527.48
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80018042	35,994.66
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,085,613.64

5900 - ASSET MANAGEMENT FUND OPS

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80018014	17,949.53
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80018014	2,221.04
CHRISTAPHER BOLT dba KB CONSTRUCTION	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507882	218.22
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80017974	106.53
FIREPOWER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80017974	866.34
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	405.00
JOHNSON CONTROLS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80017997	1,209.17
KGB INC DBA ACTION DRAIN & ROOTER SERVICE	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00508009	614.76
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00507959	128.27
MCKINSTRY CO LLC LOCKBOX	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507959	342.95
MORAN FENCE INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507961	4,353.44
PRIORITY 1 MAINTENANCE & JANITORIAL	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00507976	455.63
SIMPLEXGRINNELL LP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00507885	776.29
SPECIALTY ROOFING LLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00508049	935.64
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00508050	843.93
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00508050	2,663.68
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES CHECK NO. - 00507710	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	1,639.80
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80018040	342.77

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS

36,147.99

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5901 - ASSET MANAGEMENT FUND CAPITAL

ARGONAUT INFLATABLE RESEARCH & ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00508011	4,645.06
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	404.12
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		5,049.18

6100 - RETIREMENT

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS CHECK NO. - 00507632	33.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00507952	135.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00507993	378.38
TOTAL FOR 6100 - RETIREMENT		546.38

6200 - FIREFIGHTERS' PENSION FUND

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80018002	8,121.71
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		8,121.71

6300 - POLICE PENSION

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80018002	9,200.85
TOTAL FOR 6300 - POLICE PENSION		9,200.85

6920 - CLAIMS CLEARING FUND

ESTATE OF JERRY MCGOUGAN OR PATTY L MCGOUGAN	ACCOUNTS PAYABLE CHECK NO. - 00507958	1,258.80
TOTAL FOR 6920 - CLAIMS CLEARING FUND		1,258.80

6960 - SALARY CLEARING FUND NEW

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80018011	4,688.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80018011	9,555.19
AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC CHECK NO. - 00507937	14,266.90
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00507945	450.00
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00507947	1,536.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80018019	40.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80018020	20.00
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00507950	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00507951	967.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00507952	257,801.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00507952	4,048.47
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00507953	51,884.96
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00507954	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00507955	38,883.37
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00507998	819.38
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80018024	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80018025	1,992.54
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00507972	15.35
PIONEER CREDIT RECOVERY INC	PIONEER CREDIT RECOVERY 045121 CHECK NO. - 00507974	541.10
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80018022	548.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00507975	396.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80018016	34,555.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80018016	2,090.60
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80018017	13,833.86
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80018031	1,050.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80018032	2,906.30
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80018037	325.01
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80018034	26,505.57
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80018033	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80018038	240.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80018039	288.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) CHECK NO. - 00507986	16,820.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD CHECK NO. - 00507986	346.60
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE CHECK NO. - 00507986	4,064.20
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00507948	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00507991	12.50
UNITED WAY	UNITED WAY CHECK NO. - 00507992	1,799.66
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00507993	235,395.30
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00507993	717,006.03
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00507993	86,613.93
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00507994	241.64

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00507995	2,367.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80018041	25,291.74
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00507997	18,081.25
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00507999	376,813.77
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00508001	729.56
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00508002	271.15
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		1,957,009.13
TOTAL CLAIMS		8,816,583.10

REPORT: PG3640
 SYSTEM: FMSAP
 USER: MANAGER
 RUN NO: 16

CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

DATE: 04/21/15
 TIME: 07:44
 PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	4,005.31	227.55	
00507632	ACRANET CBS BRANCH/DIV OF	153.00		
00507633	BUDINGER & ASSOCIATES INC	15,792.48		
00507634	DEVRIES INFORMATION MANAGEME	97.50		
00507635	FIKES NORTHWEST INC/DIV OF	24.74		
00507636	SAFETY KLEEN CORPORATION	762.57		
00507637	BUC INFORMATION SERVICES		186.95	
00507638	NADA APPRAISAL GUIDES INC		288.00	
00507639	RECORDED BOOKS INC		641.13	
00507640	VALUE LINE PUBLISHING INC		289.00	
00507641	BARNHART CRANE & RIGGING CO			4,302.89
00507642	CORNER BOOTH MEDIA			4,000.00
00507643	DARDAN ENTERPRISES INC			7,593.04
00507644	DESAUTEL HEGE COMMUNICATIONS			9,973.80
00507645	DIVCO INC			223.92
00507646	EAST CENTRAL COMMUNITY			3,483.33
00507647	ELECTRIC CITY INC			3,700.37
00507648	ENVIRONMENT CONTROL OF SPOKA			1,240.00
00507649	MORRISON MAIERLE INC			1,794.00
00507650	QUANTIX INC/ENTERTAINMENT			1,584.40
00507651	QUINN GROUP			7,875.90
00507652	SECURITAS SECURITY SERVICES			466.20
00507653	SINTO SENIOR CENTER			6,434.16
00507660	A W REHN & ASSOCIATES	20.00		
00507661	A W REHN & ASSOCIATES	220.00		
00507662	A W REHN & ASSOCIATES	998.75		
00507663	ABB INC	5,170.00		
00507664	ARGUS INTERGRATED SERVICES L	101.59		
00507665	AZTECA SYSTEMS INC	65,220.00		
00507666	A-1 SERVICE	645.00		
00507667	BARR-TECH LLC	11,540.88		
00507668	CAMTEK INC	9,161.64		
00507669	CHEVRON USA INC	310.84		
00507670	COPPERMINE FIRE SUPPRESSION	1,069.75		
00507671	MANDI DECKER	146.75		
00507672	DELL MARKETING LP	1,981.26		
00507673	DEVRIES INFORMATION MANAGEME	220.00		
00507674	DIRECT AUTOMOTIVE DISTRIBUTI	83.09		
00507675	DIRECT FIRE SUPPRESSION SYST	1,192.72		
00507676	DIVERSIFIED INSPECTIONS/ILT	610.00		
00507677	EASTERN WASHINGTON ATTORNEY	115.00		
00507678	ELEMENT CREATIVE LLC	6,717.59		
00507679	EMERALD SERVICES INC	2,091.93		
00507680	ENVIRONMENT CONTROL OF SPOKA	3,885.00		
00507681	O'REILLY AUTOMOTIVE STORES I	17.64		
00507682	FISHER SCIENTIFIC	2,623.84		
00507683	DAVID S FOSTER	2,750.00		
00507684	FREEDOM TRUCK CENTERS INC	297.13		
00507685	GARLAND PRINTING CO	76.09		
00507686	GENERAL FIRE APPARATUS CO IN	1,163.09		
00507687	GRAYMONT CAPITAL INC.	19,334.47		
00507688	GUARDSMARK LLC	343.44		
00507689	H2E INC	6,872.04		

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00507690	IMCO GENERAL CONSTRUCTION IN	760,995.40		
00507691	INT'L ASSN OF CHIEFS OF POLI	15,316.00		
00507692	LEXISNEXIS A DIVISION OF	4,096.63		
00507693	MARZ MOUNTAIN INDUSTRIES INC	5,432.83		
00507694	MCCOY POWER CONSULTANTS INC	6,250.00		
00507695	MDM CONSTRUCTION INC	61,088.53		
00507696	MJB CONSULTING INC	2,750.00		
00507697	MORRISON MAIERLE INC	8,740.00		
00507698	NEW HORIZON CARE CENTERS INC	7,241.00		
00507699	NORTHWEST VITAL RECORDS	2,083.31		
00507700	OCCUPATIONAL MEDICINE	142.50		
00507701	PACIFIC NW INLANDER/DIV OF	416.00		
00507702	PACIFIC RIM LABORATORIES INC	4,500.00		
00507703	PIONEER HUMAN SERVICES	4,999.96		
00507704	PREMIERE GLOBAL SERVICES/	34.86		
00507705	PRESSTEK INC	1,508.21		
00507706	RYAN, SWANSON & CLEVELAND PL	4,553.10		
00507707	SECOND HARVEST FOOD BANK OF	5,970.00		
00507708	SOFTUSE INC	759.00		
00507709	SPECIALTY ROOFING LLC	3,832.75		
00507710	SPOKANE COUNTY AUDITOR	439.00		
00507711	SPOKANE COUNTY BAR ASSN	1,000.00		
00507712	SPOKANE COUNTY SHERIFF	5,325.37		
00507713	SPOKANE HOUSING VENTURES	6,435.08		
00507714	LARRY TANGEN	2,762.50		
00507715	THOMAS DEAN & HOSKINS INC	8,166.80		
00507716	US HEALTHWORKS MEDICAL GROUP	81.00		
00507717	US POSTAL SERVICE	1,240.00		
00507718	WA ASSN OF PROSECUTING	800.00		
00507719	PRORATE AND FUEL TAX	9,043.14		
00507720	WA STATE DEPT/TRANSPORTATION	63,364.29		
00507721	WASHINGTON ASPHALT PAVEMENT	125.00		
00507873	AASHTO 2	700.00		
00507874	AMERIGAS PROPANE LP	103.68		
00507875	H D SUPPLY WATERWORKS LTD	11,935.52		
00507876	HACH COMPANY	2,382.49		
00507877	HELFRICH BROTHERS BOILER WOR	160,615.11		
00507878	HOME FIRES NURSERY & LANDSCA	9,565.60		
00507879	CRAMBLIT INC	163.05		
00507880	HUGHES FIRE EQUIPMENT INC	1,218.21		
00507881	INDUSTRIAL SOFTWARE SOLUTION	9,375.38		
00507882	CHRISTAPHER BOLT	218.22		
00507883	KENWORTH SALE COMPANY	4,364.54		
00507884	LAWTON PRINTING INC	2,293.02		
00507885	SIMPLEXGRINNELL LP	776.29		
00507886	SPOKANE CITY TREASURER	68.00		
00507887	SPOKANE CITY TREASURER	2,569.00		
00507888	FRANK G STRAUB OR SELBY SMIT	3,470.00		
00507889	ULINE INC	2,023.40		
00507890	WIN 911 SOFTWARE	395.00		
00507891	AT&T MOBILITY		76.80	
00507892	CATHERINE G BAKKEN		11.50	
00507893	BANK OF AMERICA		677.84	

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00507894	BANK OF AMERICA		1,069.34	
00507895	BANK OF AMERICA		359.97	
00507896	BANK OF AMERICA		1,310.85	
00507897	BERKLEY INSURANCE COMPANY		4,276.00	
00507898	B&C TELEPHONE INC dba		326.10	
00507899	BRODART CO		257.18	
00507900	COMPLETE OFFICE LLC		37.48	
00507901	EMPIRE SPRAY SERVICE		1,269.62	
00507902	EXPRESS NAME TAGS & MORE, IN		21.20	
00507903	RYAN FERGUSON		5,300.00	
00507904	SEAN M GIRARD		501.00	
00507905	GOLDENWEST MANUFACTURING INC		119.57	
00507906	JOSH MECKEL		75.00	
00507907	LABELS DIRECT INC		120.00	
00507908	LOWE'S BUSINESS ACCT		43.05	
00507909	MASTER GARDENER FOUNDATION O		150.00	
00507910	NW PROTECTIVE SERVICE INC		70.00	
00507911	NW PROTECTIVE SERVICE INC		3,816.83	
00507912	RAINBOW ELECTRIC INC		186.32	
00507913	RAY-PAC, INC		93.48	
00507914	SCHOOL OUTFITTERS LLC		706.96	
00507915	SPOKANE PUBLIC LIBRARY		143.00	
00507916	THYSSENKRUPP ELEVATOR CORP		457.76	
00507917	UNIQUE MANAGEMENT SERVICES I		912.90	
00507918	DOSH CASHIER		3,000.00	
00507919	WA STATE PATROL		20.00	
00507920	NORTHWEST INDUSTRIAL SERVICE			751.61
00507921	AT & T MOBILITY			10.78
00507922	CENTURYLINK			1,126.85
00507923	DAVID TOUTONGHI dba			85.60
00507924	GENERAL FIRE EXTINGUISHER			742.31
00507925	GARY LINDEBLAD			3,570.00
00507926	HUTTON, KATHY			250.00
00507927	ORBITCOM INC			507.30
00507928	PARK DEPT IMPREST FUND			272.99
00507929	PARK DEPT IMPREST FUND			213.78
00507930	ESTA G ROSEVEAR			142.10
00507931	SUSAN C SNIDER			126.00
00507932	SPOKANE REGIONAL CONVENTION			400.00
00507933	T-MOBILE			80.00
00507934	WA STATE DEPT OF CORRECTIONS			295.03
00507935	WA STATE LIQUOR CONTROL BOAR			360.00
00507936	WEST COAST CASH REGISTER			110.77
00507937	AFLAC/AMERICAN FAMILY LIFE	14,266.90		
00507938	AMERIGAS PROPANE LP	343.58		
00507939	AT&T	50.88		
00507940	AT&T MOBILITY	253.83		
00507941	BERGERABAM INC	1,331.76		
00507942	BLUE MOON GARDEN & NURSERY L	14,082.09		
00507943	CENTURYLINK	4,356.63		
00507944	CH2M HILL ENGINEERS INC	618,303.48		
00507945	CHILD SUPPORT SERVICES	450.00		
00507946	WATERCO OF THE PACIFIC NORTH	33.67		

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00507947	DANIEL H BRUNNER, TRUSTEE	1,536.00		
00507948	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00507949	EASTERN WASHINGTON UNIVERSIT	2,728.46		
00507950	FAMILY SUPPORT REGISTRY	507.67		
00507951	HUMAN RESOURCES	967.50		
00507952	ICMA RETIREMENT TRUST 457	388,598.48		
00507953	ICMA RETIREMENT TRUST 457 LO	51,884.96		
00507954	IDAHO STATE TAX COMMISSION	37.50		
00507955	ING LIFE INSURANCE & ANNUITY	66,392.75		
00507956	KING SOFT WATER COMPANY	613.07		
00507957	CHRISTEN ANN KISHEL PHD	600.00		
00507958	ESTATE OF JERRY MCGOUGAN OR	1,258.80		
00507959	MCKINSTRY CO LLC	471.22		
00507960	MICHIGAN RENEWABLE CARBON	1,358.60		
00507961	MORAN FENCE INC	5,963.29		
00507962	MOTION AUTO SUPPLY	527.22		
00507963	MOTION INDUSTRIES INC	264.36		
00507964	NALCO CO	9,978.28		
00507965	NAPA AUTO PARTS	170.81		
00507966	NATIONAL BARRICADE COMPANY	4,358.44		
00507967	NORCO INC	2,996.97		
00507968	NW SANDBLAST & PAINT LLC	1,853.34		
00507969	OLYMPIC FOUNDRY INC	7,972.60		
00507970	PAPE MACHINERY INC	5,058.72		
00507971	PAUL PARISH LTD	741.75		
00507972	PEOPLE QUALIFIED COMMITTEE	15.35		
00507973	PETROCARD SYSTEMS INC	222.67		
00507974	PIONEER CREDIT RECOVERY INC	541.10		
00507975	PRE-PAID LEGAL SERVICES INC	396.36		
00507976	PRIORITY 1 MAINTENANCE &	455.63		
00507977	PROFORCE LAW ENFORCEMENT	29,139.31		
00507978	RAIN NETWORKS	2,184.87		
00507979	RIPPLINGER ENGINEERING	255.00		
00507980	ROMAINE ELECTRIC CORPORATION	339.69		
00507981	LYNN SCHMIDT	47.00		
00507982	SPOKANE FIRE DEPARTMENT	338.39		
00507983	SPOKANE PUBLIC FACILITIES	9,742.87		
00507984	SPOKANE REGIONAL SPORTS	4,166.67		
00507985	SPOKANE TRANSIT AUTHORITY	4,533.40		
00507986	STANDARD INSURANCE COMPANY	21,231.60		
00507987	SCOTT STIPE	250.00		
00507988	LARRY TANGEN	1,030.25		
00507989	T-MOBILE	982.24		
00507990	UNITED RENTALS NW INC	1,350.00		
00507991	UNITED STATES TREASURY	12.50		
00507992	UNITED WAY	1,799.66		
00507993	US BANK OR CITY TREASURER	1,360,787.35		
00507994	US DEPT OF EDUCATION	241.64		
00507995	WA GET PROGRAM	2,367.00		
00507996	WA STATE PARKS & RECREATION	1,092.73		
00507997	WA STATE SUPPORT REGISTRY OR	18,081.25		
00507998	JUNE WALLACE	819.38		
00507999	WASHINGTON LEOFF	615,295.17		

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00508000	WASTE MANAGEMENT OF WA DBA	21,925.87		
00508001	WESTERN STATES POLICE MEDICA	1,304.56		
00508002	WSCCCE, AFSCME, AFL-CIO	271.15		
00508008	A DASHEN & ASSOCIATES	101,367.00		
00508009	KGB INC DBA	614.76		
00508010	FRANCIS ADEWALE	324.30		
00508011	ARGONAUT INFLATABLE RESEARCH	4,645.06		
00508012	BANK OF AMERICA	57,107.41		
00508013	JAZMYN CLARK	267.20		
00508014	DELL MARKETING LP	2,321.88		
00508015	JENNY TUPPER MOOMAW	250.00		
00508016	LANGUAGE LINE SERVICES	73.70		
00508017	SAFEGUARD/ECOVA	125.69		
00508018	WATSON MANAGEMENT CO INC	74.69		
00508019	STUART DIMMEL	150.00		
00508020	SHEILA G HOBERG	15.00		
00508021	AMY F CROSS	15.00		
00508022	KENNETH BARNEY TUNTLAND	30.00		
00508023	JAMES BILLINGSLEY	10.00		
00508024	VALLEY EMPIRE COLLECTION	40.36		
00508025	RICHARD C HARRIS	25.00		
00508026	ALEXANDER ZOBOV	25.00		
00508027	CLAYTON BUSKIRK	750.00		
00508028	CRAIG CLIFFORD HARRIGAN	5,000.00		
00508029	DARRICK JOUSHA PREBLE	2,500.00		
00508030	CALEB JORDAN LEE ALVARADO	1,000.00		
00508031	CHERYL ROCHDE	25.00		
00508032	KAYLE BEAN	45.00		
00508033	SETH MOORE	100.00		
00508034	JENIFER PARKER	25.00		
00508035	JEFFERY STEWART	25.00		
00508036	CITY OF SPOKANE ASC LLC	258.32		
00508037	STEPHEN GREGORY JOHNSON	2,500.00		
00508038	TODD ALLEN JOHNSTON	750.00		
00508039	CHATEUREUX MASSAGE	90.00		
00508040	ASSERO SERVICES	26.46		
00508041	SPOKANE COMMUNITY COLLEGE	19.00		
00508042	BROOKDALE SENIOR LIVING INC	47.50		
00508043	NW FAIR HOUSING ALLIANCE	200.00		
00508044	ROUSE'S TOWING & RECOVERY IN	577.20		
00508045	SETINA MANUFACTURING INC	2,519.31		
00508046	SIX ROBBLEES INC	2,503.84		
00508047	SMK SERVICE INC	1,747.92		
00508048	SOUTHERN POLICE INSTITUTE	1,990.00		
00508049	SPECIALTY ROOFING LLC	935.64		
00508050	SPOKANE CITY TREASURER	23,659.29		
00508051	SPOKANE CITY TREASURER	1,274.16		
00508052	SPOKANE CITY TREASURER	290.00		
00508053	SPOKANE COUNTY FACILITIES	195.46		
00508054	SPOKANE HOUSE OF HOSE INC	26.50		
00508055	BRAD L WHITE	405.93		
00508056	SVL ANALYTICAL INC	504.00		
00508057	TOBY'S BATTERY & AUTO ELECTR	1,983.75		

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00508058	TRAFFIC SAFETY SUPPLY INC	11,599.40		
00508059	TRUEPOINT SOLUTIONS LLCC	2,153.70		
00508060	WALTER E NELSON CO	2,355.44		
00508061	WATSON PAINT AND BODY WORKS	1,134.70		
00508062	WESTERN STATES EQUIPMENT CO	387.83		
00508063	WHITE BLOCK COMPANY INC	219.14		
00508064	WILBUR ELLIS COMPANY	801.99		
00508065	WINGFOOT COMMERCIAL TIRE	16,324.24		
00508066	WM WINKLER CO	1,630.50		
00508067	BANK OF AMERICA		530.99	
00508068	CENTER POINT PUBLISHING INC		302.58	
00508069	OVERDRIVE INC		1,657.49	
00508070	RECORDED BOOKS INC		357.96	
00508071	STATESMAN EXAMINER		42.00	
00508072	AHBL INC			5,922.57
00508073	NORTHWEST INDUSTRIAL SERVICE			433.06
00508074	ELECTRIC CITY INC			1,665.64
00508075	ENVIRONMENT CONTROL OF SPOKA			1,240.00
00508076	GEO ENGINEERS INC			6,734.26
00508077	MID CITY CONCERNS INC			4,631.25
00508078	QUINN GROUP			31,639.18
00508079	SECURITAS SECURITY SERVICES			233.10
00508080	WEST CENTRAL COMMUNITY			6,056.25
80017948	ALSCO DIVISION OF ALSCO INC	97.16		
80017949	BAKER & TAYLOR BOOKS		5,064.17	
80017950	BAKER & TAYLOR ENTERTAINMENT		170.33	
80017951	CENGAGE LEARNING INC		146.69	
80017952	CINTAS CORPORATION NO 3	1,221.54		
80017953	COFFMAN ENGINEERS INC			4,780.00
80017954	COPIERS NORTHWEST INC			582.34
80017955	COWLES PUBLISHING COMPANY	442.16		
80017956	MIDWEST TAPE		1,696.52	
80017957	PINEO ECOLOGICAL SERVICES LL			62.50
80017958	SPRAGUE PEST CONTROL/DIV OF			50.87
80017959	ALTERNATIVE SERVICE CONCEPTS	23,758.24		
80017960	ANATEK LABS INC	2,165.00		
80017961	APS HEALTHCARE BETHESDA INC	5,439.00		
80017962	ASSETWORKS	6,903.50		
80017963	BRIDGESTONE AMERICAS INC	144.57		
80017964	CH2M HILL	35,365.85		
80017965	CONTROL SOLUTIONS NW INC	5,866.15		
80017966	COWLES PUBLISHING COMPANY	171.60		
80017967	DCI ENGINEERS	3,200.00		
80017968	DICK IRVIN INC.	3,210.02		
80017969	DIVCO INC	7,318.63		
80017970	ELGA	436.72		
80017971	EUROFINS FRONTIER GLOBAL	40.00		
80017972	EVOQUA WATER TECHNOLOGIES LL	10,869.83		
80017973	FASTENERS INC	799.42		
80017974	FIREPOWER INC	1,079.40		
80017975	GRIFFIN PUBLISHING INC	969.60		
80017976	HALME CONSTRUCTION INC	371,020.96		
80017977	HOFFMAN CONTRACTORS INC	14,502.75		

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80017978	KPFF CONSULTING ENGINEERS	13,789.36		
80017979	LUTHERAN COMMUNITY SERVICES	8,469.53		
80017980	MAUL FOSTER & ALONGI, INC	980.00		
80017981	PAUKERT & TROPPEMAN PLLC	2,226.80		
80017982	RED DIAMOND CONSTRUCTION INC	131,798.03		
80017983	SALEM ARMS COMMUNITY HOUSING	7,372.59		
80017984	SPOKANE NEIGHBORHOOD ACTION	36,886.28		
80017985	SPOKANE COPS	103,643.75		
80017987	TRINDERA ENGINEERING	1,000.00		
80017988	WA STATE DEPT OF ECOLOGY	104,053.35		
80017989	WHEELABRATOR SPOKANE INC OR	36,802.80		
80017990	RAYLENE L GENNETT	1,165.40		
80017991	GRAINGER INC	1,455.10		
80017992	ALSCO DIVISION OF ALSCO INC		37.43	
80017993	AVISTA UTILITIES		3,374.05	
80017994	CONTROL SOLUTIONS NW INC		7,222.16	
80017995	COPIERS NORTHWEST INC			33.46
80017996	INLAND ENVIRONMENTAL RESOURC	12,732.03		
80017997	JOHNSON CONTROLS INC	1,209.17		
80017998	KEMIRA WATER SOLUTIONS INC	14,708.89		
80017999	KERSHAW INC		470.94	
80018000	KIMMEL ATHLETIC SUPPLY CO IN	727.21		
80018001	OXARC INC			86.93
80018002	PREMERA BLUE CROSS OR	935,419.21		
80018003	THE HON COMPANY	2,843.05		
80018004	US BANK OR CITY TREASURER	18,982.75		
80018005	VERIZON WIRELESS BELLEVUE			439.35
80018006	XO COMMUNICATIONS INC	69.21	1,019.77	241.91
80018007	ADRIANO M EVA			80.44
80018008	KAREN L FELBER			50.00
80018009	GRAINGER INC		421.82	
80018010	YAYALAH ANN SENKLIP			371.25
80018011	A W REHN & ASSOCIATES INC OR	14,243.23		
80018012	AECOM TECHNICAL SERVICES INC	240,647.98		
80018013	ANATEK LABS INC	1,570.00		
80018014	AVISTA CORPORATION	22,730.39		
80018015	AVISTA UTILITIES	263,430.63		
80018016	SPOKANE FIRE FIGHTERS BENEFI	36,645.60		
80018017	SPOKANE FIRE FIGHTERS BENEFI	13,833.86		
80018018	COPIERS NORTHWEST INC	32,562.77		
80018019	DIGNITARY PROTECTION TEAM FU	40.00		
80018020	EDU MEMBERSHIP FUND	20.00		
80018021	GROUP HEALTH COOPERATIVE	120,356.57		
80018022	POLICE GUILD LEGAL DEFENSE	548.00		
80018023	KEMIRA WATER SOLUTIONS INC	5,417.66		
80018024	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80018025	M & P ASSOCIATION	1,992.54		
80018026	MUNICIPAL EMERGENCY SERVICES	4,891.50		
80018027	NAUTILUS ENVIRONMENTAL LLC	6,250.00		
80018028	OLIN CORPORATION	4,075.71		
80018029	OXARC INC	5,839.50		
80018030	POLYDYNE INC	26,235.00		
80018031	SPOKANE POLICE BENEFIT ASSOC	1,050.00		

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80018032	SPOKANE POLICE CHAPLAIN	2,906.30		
80018033	SPOKANE POLICE K-9 MEMBERSHI	60.00		
80018034	SPOKANE POLICE GUILD LONG	26,505.57		
80018035	SPOKANE COUNTY TREASURER	375.00		
80018036	SPOKANE COUNTY TREASURER	1,216.46		
80018037	SPOKANE POLICE GUILD FRATERN	325.01		
80018038	SPOKANE POLICE SWAT TEAM	240.00		
80018039	SPOKANE POLICE TACTICAL TEAM	288.00		
80018040	VERIZON WIRELESS BELLEVUE	9,617.40		
80018041	WA ST COUNCIL OF CITY & COUN	25,291.74		
80018042	WASHINGTON DENTAL SERVICE OR	39,522.14		
80018043	XEROX CORPORATION	3,992.38		
80018044	XO COMMUNICATIONS INC	1,226.51		
80018045	YWCA	3,958.80		
80018046	MATTHEW HENRY	94.30		
80018047	JASON SWAIN	1,250.00		
80018048	ROBERT S WILLIAMS	261.70		
80018049	ACTIVE NETWORK LTD			28,191.35
80018050	BAKER & TAYLOR BOOKS		6,877.23	
80018051	BAKER & TAYLOR ENTERTAINMENT		144.23	
80018052	BAKERSFIELD MOVING & STORAGE	13,139.32		
80018053	CENGAGE LEARNING INC		581.85	
80018054	COFFMAN ENGINEERS INC			19,120.00
80018055	COPIERS NORTHWEST INC			801.21
80018056	DIVCO INC			2,274.82
80018057	MIDWEST TAPE		1,937.90	
80018058	NORTHEAST YOUTH CENTER			11,628.24
80018059	OXARC INC			95.54
80018060	PINEO ECOLOGICAL SERVICES LL			625.00
80018061	RWC INTERNATIONAL LTD	2,271.22		
80018062	SIEMENS INDUSTRY INC	2,824.37		
80018063	STANDARD DIGITAL PRINT CO IN	487.98		
80018064	STARPLEX CORP	9,663.79		
80018065	TIFCO INDUSTRIES	321.83		
80018066	TRANSPORT EQUIPMENT INC	1,308.98		
80018067	US BANK	292,855.99		
80018068	WCP SOLUTIONS	7,002.04		
80018069	WESTERN PETERBILT INC	674,652.26		
80018070	WILDROSE LTD dba	17.39		
80018071	WSF LLC	15,317.83		
80018072	JAMES W BOWEN	163.05		
80018073	WILLIAM M THRELFALL	247.25		
		8,816,583.10	59,098.49	189,787.65
				=====
		CITYWIDE TOTAL:		9,065,469.24

MINUTES OF SPOKANE CITY COUNCIL

Monday, April 13, 2015

BRIEFING SESSION

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

Roll Call

On roll call, Council President Pro Tem Snyder and Council Members Allen, Fagan, Mumm, and Stratton were present. Council Member Waldref arrived at 3:35 p.m. Council President Stuckart was absent.

City Administrator Theresa Sanders, Assistant City Attorney Mike Piccolo, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review

Council reviewed and received input from staff on the April 20, 2015, Advance Agenda items.

Resolution 2015-0031, Resolution 2014-0121, and Final Reading Ordinance C35202

Motion by Council Member Fagan, seconded by Council Member Allen, **to replace** the previously filed versions of Resolution 2015-0031 (Spokane Housing Ventures Annexation), Resolution 2014-0121 (requesting special election on August 4, 2015 relating to Mayor's salary), and Final Reading Ordinance C35202 (submitting ballot proposition to the voters relating to establishment of Mayor's salary) with the updated revised versions; **carried unanimously (Council President Stuckart absent).**

Action to Approve April 20, 2015, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the April 20, 2015, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Waldref, seconded by Council Member Allen, **to approve** the Advance Agenda for Monday, April 20, 2015 (as amended); **carried unanimously (Council President Stuckart absent).**

[Note: See further action below relating to the April 20 Advance Agenda where the Consultant Agreement with BDS Planning & Urban Design (OPR 2015-0312) was moved forward from the April 20 Advance Agenda to the April 13 Current Agenda.]

ADMINISTRATIVE SESSION

Current Agenda Review

Council reviewed and received input from staff on the April 13, 2015, Current Agenda items.

Amendment to Contract with Michael K. Ryan and the Law Firm of K & L Gates LLP (OPR 2013-0403)

Motion by Council Member Mumm, seconded by Council Member Waldref, **to defer** for one week (in order to obtain more information relating to the Contract with Michael K. Ryan and the law firm of K & L Gates LLP to provide special counsel regarding the legal validity of Initiative No. 2013-3 and No. 2013-4); **carried 4-1 (with Council Member Fagan voting “no,” Council Member Allen abstaining, and Council President Stuckart absent).**

Regarding the above action, Council Member Allen noted he would be abstaining because he is involved as an individual in the lawsuit (regarding the initiatives).

Suspension of Rules to Add Emergency Budget Ordinance C35248 and Consultant Agreement with Heery International, Inc. to the Current Agenda

Motion by Council Member Allen, seconded by Council Member Fagan, **to suspend** the Council Rules; **carried unanimously (Council President Stuckart absent).**

Motion by Council Member Allen, seconded by Council Member Fagan, **to add** this (Emergency Budget Ordinance C35248) to this evening's agenda; **carried unanimously (Council President Stuckart absent).**

Motion by Council Member Waldref, seconded by Council Member Stratton, **to add** Item No. 9 (Consultant Agreement with Heery International, Inc.); **carried unanimously (Council President Stuckart absent).**

(Council Member Mumm left the meeting at 4:53 p.m.)

Consultant Agreement with BDS Planning & Urban Design (OPR 2015-0312 / RFP 4099-15)

Motion by Council Member Waldref, seconded by Council Member Fagan, **to suspend** the Council Rules; **carried unanimously (Council President Stuckart and Council Member Mumm absent).**

Motion by Council Member Waldref, seconded by Council Member Fagan, **to move** Item No. 4 (Consultant Agreement with BDS Planning & Urban Design) from the April 20 Advance Agenda to the April 13 Current Consent Agenda; **carried unanimously (Council President Stuckart and Council Member Mumm absent).**

Action to Approve April 13, 2015, Current Agenda

Following staff reports and Council inquiry and discussion regarding the April 13, 2015, Current Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Allen, seconded by Council Member Fagan, **to approve** the Current Agenda for Monday, April 13, 2015 (as amended); **carried unanimously (Council President Stuckart and Council Member Mumm absent).**

CONSENT AGENDA

Upon motion of Council Member Allen, seconded by Council Member Fagan, Council unanimously (Council President Stuckart and Council Member Mumm absent) approved Staff Recommendations for the following:

Purchase of one Tar Melter from Cimline Inc. (Plymouth MD) by the Fleet Services Department as a replacement unit for the Street Department—\$57,128.94 (incl. tax). (OPR 2015-0280)

Additional Purchases from Freedom Truck Center (Spokane, WA) by the Fleet Services Department of:

- a. Three 2016 M2-108SD Truck Chassis for the Street and Parks Departments—\$305,217.41 (incl. tax). (OPR 2010-0585)
- b. Two 2016 Freightliner M2-112 Truck Cabs & Chassis for the Street and Water Departments—\$274,641.99 (incl. tax). (OPR 2010-0591)
- c. One dump body with accessories as a replacement unit for the Street Department—\$54,602.18 (incl. tax). (OPR 2009-0619)

Fire Department Purchases of:

- a. Attack fire hose from Unifire Inc. (Spokane, WA)—\$155,275.78 (incl. tax). (OPR 2015-0281)
- b. Mini-Pumper on a 2015 F550 Chassis from HME, Inc. (Wyoming, MI)—\$189,615.31 (incl. tax). (OPR 2015-0282)
- c. Large Diameter hose from Municipal Emergency Services (Vancouver, WA)—\$133,048.80 (incl. tax). (OPR 2015-0283)
- d. Purchase of firefighting nozzles from LN Curtis & Sons (Seattle, WA)—\$151,936.51 (incl. tax). (OPR 2015-0284)

Renew Annual Blanket Orders with Shamrock Paving (Spokane, WA) and Inland Asphalt (Spokane Valley, WA), as a group, for asphaltic mixes for use by Street Maintenance, Sewer and Water & Hydroelectric Services Departments—\$1,500,000 (incl. tax). (OPR 2014-0106 & OPR 2014-0264)

Amendment No. 1 to Interlocal Agreement No. GCA 1450; adding the City of Spokane Valley, adding SRTC as ex officio party, changing the name of the Spokane Regional Transportation System Center Operating Board to the Spokane Regional Transportation Management Center Operating Board, amending various sections of the agreement, and establishing a trial period that ends December 15, 2015. (OPR 2015-0285)

Supplemental Agreement No. 3 with Epic Land Solutions, Inc. (Spokane Valley, WA) for Real Estate Right-of-Way Acquisition and Relocation On-Call Services—increase of \$175,000. Total contract amount: \$475,000. (OPR 2012-0858)

Low Responsive Bid of MDM Construction, Inc. (Hayden, ID) for High Drive - Bernard Street to Grand Boulevard—\$2,099,083.15 (plus tax). An administrative reserve of \$209,908.32 plus tax, which is 10% of the contract price plus tax, will be set aside. (OPR 2015-0289)

Consultant Agreement with Heery International, Inc. (Portland, OR) to provide services around project management, related to General Contractor/Construction Manager advising, as related to the implementation of the Riverfront Park Bond—\$160,000. (OPR 2015-0313)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 6, 2015, total \$10,660,049.03 (Check Nos. 506720-507266; ACH Payment Nos. 17628-17831), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$10,121,962.08. (CPR 2015-0002)
- b. Payroll claims of previously approved obligations through March 28, 2015: \$5,880,532.63 (Payroll Check Nos. 528997-529254). (CPR 2015-0003)

City Council Meeting Minutes: (a) March 19, 2015, (b) March 23, 2015, (c) March 26, 2015, and (d) March 30, 2015. (CPR 2015-0013)

Consultant Agreement with BDS Planning & Urban Design (Seattle, WA) to provide assistance to the Greater Hillyard Business Association and East Spokane Business Association in the establishment of Business Improvement Districts from April 1, 2015, through December 31, 2015—\$50,000.

Executive Session/Council Recess

The City Council adjourned at 5:02 p.m. No Executive Session was held. The City Council reconvened at 6:00 p.m. for the Regular Legislative Session, with Council President Pro Tem Snyder and Council Members Allen, Fagan, Mumm, Stratton, and Waldref present. Council President Stuckart was absent. Assistant City Attorney Mike Piccolo and City Clerk Terri Pfister were also present on the dais.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was lead by Council President Pro Tem Snyder.

Roll Call

On roll call, Council President Pro Tem Snyder and Council Members Allen, Fagan, Mumm, Stratton, and Waldref were present. Council President Stuckart was absent.

PROCLAMATIONS

April 12 – April 18, 2015 *The Days of Remembrance*

April 16, 2015 *International Day of Remembrance*

Council Member Stratton read the proclamation and presented it to Hershel Zellman, a member of Temple Beth Shalom. The proclamation recognizes Holocaust Remembrance, which has always had a strong presence in our community where we demonstrate the continued compassion of our community and its respect for our community's diversity.

Month of April 2015 *Autism Awareness Month*

Council Member Allen read the proclamation and presented it to representatives of the Northwest Autism Center, Spokane Autism Society of Washington, and Isaac Foundation. The proclamation encourages all citizens to recognize and celebrate improving the quality of life for people with autism spectrum disorders.

April 13, 2015 *100th Birthday of John R. Monaghan Post 51 Veterans of Foreign Wars of the United States*

Council Member Mumm read the proclamation and presented it to Douglas Jones, a retired Korean veteran and representative of the Veterans of Foreign Wars. The proclamation urges the Spokane Community to join the VFW Post 51 in the cheerful celebration of 100 years of service to veterans and their families everywhere.

There was no **City Administration Report**.

COUNCIL COMMITTEE REPORTS

Public Works Committee Meeting

Council Member Waldref reported on the Public Works Committee meeting held earlier today (April 13). Minutes of the Public Works Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Public Works Committee.

OPEN FORUM

Dave Hooke expressed concerns regarding the proposed sick leave law.

Rick Bocook commented on the cleaning of chalk art from sidewalks but not the stains and expressed concern regarding a safety issue with a mangled hose on the sidewalk.

Alfredo Llamedo commented on sit and lie ordinance and feels it is unfair.

Henry Pierce commented on a house he is attempting to get on the Historical Register. He asked the Council to use the City Council power to not interfere in building inspector negotiations with homeowners.

Teresa Simon commented on unequal policing and her neighborhood.

Catherine Isabel commented on police retaliation and a complaint she filed in May of 2013.

Kelly Cruz encouraged Council to consider a resolution to the US House of Representatives in support of HR 784, the Overnight Delivery Act, which would return the United States Postal Service standards to previous standards.

Dan McClay commented on anti-choice people blocking driveway at Planned Parenthood.

George McGrath commented on citizenship.

Bill Boomer commented on the contracts with Lyft and Uber and taxis not being able to utilize taxi stands and lack of enforcement. He also asked for signs to be put back up at the bus station and train station and requested that taxi stands be placed in front of The Globe.

Kyle Merritt presented the issue of access from Maple Street Bridge to the Centennial Trail and West Central Kendall Yards area. He noted that if you're heading north on the west side of Maple Street Bridge on a bicycle the sidewalk abruptly ends at the north end of the bridge.

APPOINTMENTS

Arts Commission (CPR 1981-0043) and United Native Americans Public Development Authority (CPR 2005-0015)

Upon Unanimous Voice Vote (Council President Stuckart absent), the City Council **confirmed** the following appointments to the (1) Arts Commission and (2) United Native Americans Public Development Authority:

- Arts Commission (CPR 1981-0043)
 - Appointment of Rebekah Wilkins-Pepiton to serve a three-year term from January 1, 2015, to December 31, 2017.
 - Appointment of Rick Eichstaedt to serve a three-year term from January 1, 2015, to December 31, 2017.
- United Native Americans Public Development Authority (CPR 2005-0015)
 - Jamie Sijohn to serve a three-year term from April 13, 2015, to April 30, 2018.
 - David Browneagle to serve a two-year term from April 13, 2015, to April 30, 2017.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCE

Emergency Budget Ordinance C35248

Subsequent to an overview by Council Member Allen, Council commentary, and the opportunity for public testimony, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote (Council President Stuckart absent), the City Council **passed Emergency Budget Ordinance No. C35248** amending Ordinance No. C35185 passed the City Council November 24, 2014, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$50,000;

TO: Contractual Services, \$50,000;

(This action allows budgeting for consulting services related to updates to the City's wireless communication facilities regulations in Ordinance C35243.) (Relates to Ordinance C35243 under "Hearings.")

EMERGENCY ORDINANCE

Emergency Ordinance C35246

Subsequent to an overview by Council President Pro Tem Snyder and the opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote (Council President Stuckart absent), the City Council passed **Emergency Ordinance C35246**—An interim zoning ordinance of the City of Spokane, Washington, relating to collocation, modification, removal and replacement of wireless facilities; adding a new Chapter to Title 17C of the Spokane Municipal Code; establishing Interim Development Regulations for collocation, modification, removal and replacement of wireless transmission facilities to conform to federal law and regulations; establishing an application submittal and approval process; and declaring an emergency.

HEARINGS

Public Hearing Regarding Moratorium Ordinance C35243

The City Council held a public hearing regarding Ordinance No. C35243 (passed by City Council on March 9, 2015) entitled “An Ordinance of the City of Spokane, Washington, imposing an immediate moratorium on the acceptance of applications for land use permits for wireless communication support towers in residential zones; and declaring an emergency.” Public testimony was received and Council discussion held. Council President Pro Tem Snyder stated he was advised the City Council will need to reaffirm the moratorium. Assistant City Attorney James Richman noted the Council will need to adopt the findings of fact and the Council could just bring a motion to adopt the findings and facts set forth in the original ordinance (C35243) in support of this hearing.

Motion by Council Member Allen, seconded by Council Member Fagan, **to adopt** the facts and findings of the hearing [as set forth in the original Ordinance (C35243)]; **carried upon Unanimous Roll Call Vote (Council President Stuckart absent).**

RESOLUTIONS

Resolution 2015-0033

Subsequent to an opportunity for public testimony and Council commentary, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote (Council President Stuckart absent), the City Council **adopted Resolution 2015-0033** ordering and approving the Assessment Segregation for Rebecca Street from Rich Avenue to Wellesley Avenue; Myrtle Street from Rich Avenue to Wellesley Avenue; and Florida Street from Rich Avenue to Wellesley Avenue.

Resolution 2015-0034

Subsequent to an overview by Council President Pro Tem Snyder, public testimony, and Council inquiry and commentary, with response by Assistant City Attorney Mike Piccolo, the following action was taken:

Upon Unanimous Roll Call Vote (Council President Stuckart absent), the City Council **adopted Resolution 2015-0034** to support the City's adoption and implementation of hiring practices that provide people with arrest and conviction records an equal and fair opportunity to obtain employment and asking that the City conduct outreach and education regarding the policy, encourage private employers to adopt similar policies, and track hiring data to measure outcomes.

Resolution 2015-0035 and Resolution 2015-0036

Subsequent to an opportunity for public testimony, with none provided, the following action was taken:

Upon Unanimous Roll Call Vote (Council President Stuckart absent), the City Council **adopted Resolution 2015-0035** setting Hearing before City Council for May 18, 2015, for the vacation of the alley between 4th Avenue and 5th Avenue from Washington Street to Bernard Street as requested by GVD Commercial Properties and **Resolution 2015-0036** setting Hearing before City Council for May 18, 2015, for the vacation of a portion of Calispel Street and the alley bordered by Mission Avenue, Washington Street, Calispel Street, and Sinto Avenue as requested by Community Frameworks.

There were no **Final Reading Ordinances**.

FIRST READING ORDINANCES

The following Ordinance was read for the First Time with further action deferred:

ORD C35247 Relating to fuel efficient vehicle procurement; adopting a new section 7.06.175 to chapter 7.06 of the Spokane Municipal Code

There were no **Special Considerations**.

HEARINGS

For Hearings, see section of minutes above following "Emergency Ordinance."

SECOND OPEN FORUM

Mr. Gabriel Elliot commented on a public access show. He also commented on Signs of Spirituality and noted meditation classes are held at noon on Sundays at South Spokane Spiritual Center.

Mr. Henry Valder commented on housing and the property on 4614 Howard Street.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:36 p.m.

Minutes prepared and submitted for publication in the April 22, 2015, issue of the *Official Gazette*.

Terri Pfister, MMC
Spokane City Clerk

Passed by City Council on _____, 2015.

Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, April 16, 2015

A Meeting of the Spokane City Council was held on the above date at 3:31 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council Members Waldref (Chair), Allen, Mumm and Stratton were present. Council President Stuckart and Council Members Fagan and Snyder were absent.

The following topics were discussed:

- Board and Commission Interviews: two appointees for the United Native Americans PDA and one appointee for the Landmarks Commission.
- 2016 Budget Priorities
- Short-Term Rentals

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

The meeting adjourned at 5:04 p.m.

Minutes prepared and submitted for publication in the April 22, 2015, issue of the Official Gazette:

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2015.

Ben Stuckart
City Council President



Agenda Sheet for City Council Meeting of:
04/20/2015

Date Rec'd	4/8/2015
Clerk's File #	OPR 2015-0314
Renews #	
Cross Ref #	
Project #	
Bid #	4060-14
Requisition #	

Submitting Dept	BUSINESS & DEVELOPER SERVICES
Contact Name/Phone	SCOTT SIMMONS 625-6584
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0750 - AMERICAN MEDICAL RESPONSE

Agenda Wording

Agreement with American Medical Response (AMR) Ambulance Service of Spokane, 915 West Sharp Avenue, Spokane, WA 99201, to provide ambulance transport when requested by the Fire Department, June 01, 2015 through May 31, 2020.

Summary (Background)

New agreement based on the results of Bid # 4060-14. Ambulance transport service is an essential element of the Emergency Medical Services (EMS) system in the City. AMR will provide patient transport service with response time criteria, performance standards plus training and other requirements. The rates bid by AMR are competitive and will continue to keep Spokane rates for 9-1-1 ambulance transport services at the low end of the spectrum while maintaining a high level of service delivery.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 300,000.00	#	1970 30210 99999 34143 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	03/19/15
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	korlob@spokanecity.org	
		smsimmons@spokanecity.org	
		bwilliams@spokanecity.org	

AGREEMENT AMBULANCE SERVICE

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation (the "City"), and AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC., a Delaware corporation, whose address is 915 West Sharp Avenue, Spokane, Washington 99201 ("AMR"), hereinafter referred to as the "Parties".

The parties agree as follows:

ARTICLE I - GENERAL

- 1) AMBULANCE SERVICES. AMR shall provide Advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty-four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times.
- 2) AGREEMENT TERM. The term of this Agreement shall be for five (5) years commencing at 12:00 a.m. on June 1, 2015. It shall be renewable at the sole option of the City for an additional period of five (5) years.
- 3) DEFINITIONS. As used in this Agreement, the following terms have the meaning provided in this section:
 - A. "Agreement" means this Ambulance Service Agreement.
 - B. "Advanced Life Support" means currently certified Washington state paramedic(s) providing patient care.
 - C. "All Inclusive Rate" means the rate allowed by this Agreement that is inclusive of all costs for the transport except oxygen and mileage.
 - D. "ALS emergency ambulance service" means currently certified Washington state paramedics responding to requests for service in an ambulance with lights and siren.
 - E. "ALS non-emergency ambulance service" means currently certified Washington state paramedics responding to requests for ambulance service in an ambulance without lights or siren.

- F. "Ambulance" or "ambulance vehicle" means a motor vehicle that is currently licensed and certified under Washington law to provide emergency transportation of patients and/or persons who are ill or injured or who have disabilities, and that satisfies all requirements of this Agreement.
- G. "Ambulance service" means the emergency medical services contemplated under this Agreement, including without limitation the transportation of patients and/or persons who are ill or injured or who have disabilities in an ambulance and, in connection therewith, the administration of pre-hospital and out-of-hospital medical, emergency or non-emergency care, if necessary, consistent with all requirements of this Agreement.
- H. "ALS rate" means the amount charged when paramedic level interventions or medications are administered as referenced in Medicare regulations and this Agreement.
- I. "Base station" means the radio communications system used and maintained in the business or dispatch center.
- J. "BLS rate" means the amount charged when the patient does not require paramedic level interventions or medications as referenced in Medicare regulations and this Agreement.
- K. "Combined Communications Center" or "CCC" means the dispatch agency for the City of Spokane Fire Department.
- L. "Contract Administrator" means the City of Spokane Fire Department's designated EMS administrator.
- M. "Fire Chief" means the City of Spokane Fire Chief.
- N. "Fire Department" means the City of Spokane Fire Department.
- O. "Hearing Examiner" means the City of Spokane Hearing Examiner.
- P. "Medical emergency" includes the list of medical conditions set forth in Appendix "A" of this Agreement.
- Q. "Patient" means any person requiring pre-hospital medical care and/or receiving ambulance transport service under this Agreement
- R. "Post station" means any predetermined location where an ambulance is staged waiting for the next EMS call.
- S. "Skilled nursing facility" means a licensed nursing facility as defined by State law.
- T. "Response Time" means the time period between when AMR receives a request for service and address information necessary to respond from the CCC, until AMR's arrival at the scene.

ARTICLE II - OPERATIONS

1. COVERAGE PLAN. Prior to the Agreement commencement, AMR shall present to the City's Contract Administrator a written system status plan of Ambulance transport coverage to be approved by the City's Fire Chief for the term of the Agreement.
2. PATIENT AMBULANCE PREFERENCE. City personnel will not request a Patient's ambulance transport preference or make any recommendations. If a Patient requests an ambulance service other than AMR, the request will be honored except where the Patient's health may be jeopardized by potential delay.
3. MEDICAL EMERGENCIES. At all times during the Term of this Agreement, upon AMR's receipt of a request for ambulance service within the City limits for any medical emergency from any source other than the CCC, AMR shall immediately (i.e., within sixty (60) seconds) contact the CCC and provide it with all available information as to the nature and location of the emergency. A listing of medical emergencies and exceptions to the above stated notification requirements are set forth in Appendix "A".
4. PATIENT CARE.
 - A. The procedures for the transfer of patient care at an incident are set forth in the attached Appendix "B". These procedures may be amended by the Fire Chief, subject to approval by the Spokane County Medical Program Director, without action by the City Council. Amendments shall be filed with the City Clerk.
 - B. AMR shall follow patient care procedures as stated in the Spokane County Emergency Medical Services (EMS) Protocols & Guidelines, the East Region Patient Care Procedures (PCPs) and the Washington State Department of Health Trauma, Cardiac, Stroke and Destination Care Procedures.
5. RESPONSE READINESS. AMR shall be responsible to accept all referrals from the CCC. Provided; AMR shall not accept any request for ambulance service unless it is able to respond immediately with a paramedic-staffed vehicle. If AMR cannot immediately respond to a request for ambulance service (i.e., en-route to the call within two (2) minutes) for any reason, it shall immediately so notify the CCC. If, due to an emergency or unavailability of a vehicle/ equipment and when AMR will not have vehicle/ equipment available for any period of time, it shall immediately notify the CCC and the contract administrator by pager.
6. SPECIAL EVENTS PLANNING AND OPERATIONS. AMR shall cooperate with the City in developing and implementing operations plans for special events. AMR may be called on to provide vehicles and staffing at special events at no cost to the City. AMR may separately negotiate with the promoter of any special event for their services. AMR shall be entitled to bill any patients or third-party payors for Ambulance patient transport provided during standbys at the current approved City rates. In no case will the City be responsible for any AMR costs.

7. DISASTER. AMR agrees to provide standby service at the request of the Fire Chief or his duly authorized representative in the event of a disaster, fire scene extended law enforcement operations, or other emergency at no cost to the City.
8. CONSUMER PROTECTION. Unfair, fraudulent or deceptive practices by AMR are prohibited. Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance company services is prohibited and will constitute a Material Default under Article X, Section 3.
9. COMPETITION. AMR shall not utilize the Agreement with the City in any way to compete unfairly with other companies in the area providing private ambulance services. This section simply means the City is not endorsing one ambulance service over another, and AMR shall not advertise as such.
10. ADVERTISING. All advertising or other solicitation for business by AMR shall emphasize in a conspicuous manner that its primary business is not to provide rapid initial response or advanced field life support to medical emergencies and is designed solely to transport those persons whose physical impairments render it impractical to use a regular common carrier or taxi service. AMR agrees that any materials distributed by it will include "9-1-1" as the primary and apparent emergency telephone number for medical emergencies.
11. RESPONSE TIME REQUIREMENTS. AMR shall provide for dispatch of its vehicles when notified by the CCC, according to the following response time requirements. AMR shall notify the CCC from where the unit is responding. Response time shall be calculated from the time AMR receives a request for service and receives address information necessary to respond from the CCC until AMR's arrival at the scene. AMR is to immediately notify the CCC when any assigned AMR unit is diverted to another call and shall immediately identify the substitute AMR unit that is being assigned to the original call. The response time calculation does not change if units are diverted.
 - A. Code Request. (red lights and sirens). AMR shall meet a maximum response time of ten (10) minutes for code responses (defined as use of red lights and sirens following emergency response criteria as established by State law) for at least ninety percent (90%) of the code calls referred to it by the City on a monthly basis.
 - B. No Code Request. (red lights and sirens not used). AMR shall meet a maximum response time of twenty (20) minutes for non-code responses (defined as no use of lights and sirens following normal traffic laws) for at least ninety percent (90%) of the no code calls referred to it by the City on a monthly basis.
 - C. Code requests shall be Charlie "C", Delta "D", and Echo "E" calls and no-code requests shall be Alpha "A", and Bravo "B" calls unless otherwise directed by the Fire Chief.
 - D. Individual Response Standards. Should AMR's response time performance fail to meet the required standards, the City may impose the liquidated damages,

penalties, or terminate this Agreement according to the for cause termination provisions of this Agreement. Provided:

- 1) Code Request. In no event shall any single response time exceed fifteen (15) minutes for a Code Request except as provided in the following subsection E.
- 2) No Code Request. In no event shall any single response time exceed thirty (30) minutes for a No Code Request except as provided in the following subsection E.

Note: When an AMR unit is directed to stage on a call, the AMR unit's "staging" time is considered equal to their "on scene" time.

E. Mitigating Circumstances. Mitigating circumstances for not meeting the above referenced response time standards include:

- 1) The City gives AMR a substantially incorrect address to which to respond.
- 2) While traveling to the scene of a call, the ambulance is involved in a traffic accident, suffers a mechanical breakdown, encounters a disaster, a riot, extremely bad weather, becomes involved in extreme traffic congestion or encounters another emergency en-route. The condition or event shall be of such nature and severity as to prevent the ambulance from timely reaching its destination; shall be immediately reported by the ambulance personnel to the Combined Communications Center, and be of such a nature that it could not reasonably be anticipated or avoided. AMR shall provide any backup ambulance necessary to complete its calls.
- 3) Any other circumstance as approved by the Fire Chief.
- 4) The Fire Chief shall determine in good faith whether mitigating circumstances exist.

F. Response Time Performance Reporting and Monitoring. On or before the fifteenth (15th) day of each month, AMR shall provide the Fire Department with a monthly run sheet for the prior month for all responses within the City's corporate limits. The monthly run sheet shall identify response times for all incidents during the prior month, together with any applications for exemptions. AMR shall document each instance wherein a response resulted in a response time in excess of the response performance standard, and shall detail the reason for such delayed response time. AMR shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the City with a summary of such corrective actions. The City shall respond to the run sheet within ninety (90) days of receipt.

G. Liquidated Damages. This section is included as an incentive/deterrent for AMR to meet response times as outlined in this agreement. In the event AMR fails to meet the response time performance standards, and the City does not grant an exemption to the delay or non-response, AMR shall pay the City liquidated damages. Nothing in this section shall be construed to limit any remedies, including termination, provided

for herein with respect to any nonperformance, breach, or default by AMR. Each and every call that does not adhere to the response time standards shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by AMR and evaluated by the City. The City shall determine whether there were appropriate or acceptable mitigating circumstances that caused or significantly contributed to the performance failure.

- 1) Liquidated Damages for Emergency (Code response) Request: For an individual response to a code request that exceeds ten (10) minutes, AMR shall be assessed liquidated damages at a rate of sixty dollars (\$60.00) per minute or fraction thereof for each minute to a maximum of three hundred dollars (\$300.00).
 - 2) Liquidated Damages for Non-Emergency (No-code response) Request: For an individual response to a no-code request that exceeds twenty (20) minutes, AMR shall be assessed liquidated damages at a rate of sixty dollars (\$60.00) per minute or fraction thereof for each minute to a maximum of three hundred dollars (\$300.00).
 - 3) Liquidated Damages for Exceeding the Maximum Response Time: For an individual response that exceeds the maximum response time or is cancelled due to exceeding the maximum response time, AMR shall be assessed liquidated damages of six hundred dollars (\$600.00) and shall not be assessed the liquidated damages listed in 1) and 2) above.
 - 4) For a month in which Code Request incident response time is below 90% of the responses standard as outlined in section 11 A above, AMR shall be assessed liquidated damages in the amount of two thousand dollars (\$2,000) per month.
 - 5) For a month in which No-Code Request incident response time is below 90% of the responses standard as outlined in section 11 B above, AMR shall be assessed liquidated damages in the amount of one thousand dollars (\$1,000) per month.
- H. Invoicing And Payment Of Liquidated Damages. No more frequently than monthly and at least quarterly, the City shall invoice AMR for any liquidated damages assessed during the prior period. AMR shall pay the liquidated damages within thirty (30) days of receipt of invoice.
- I. Appeal Of Liquidated Damages Assessment. AMR may request in writing that the City's Contract Administrator reconsider imposition of liquidated damages in the thirty (30) day period following the evaluation of the City. In instances when the Contract Administrator reviewed the circumstances for imposing liquidated damages, and determined that the grounds are sufficient to justify the imposition of the liquidated damages, AMR shall have the right to appeal such determination in writing to the Fire Chief within fifteen (15) days. The good faith ruling by the Fire Chief shall be final.
- J. Performance Incentive. After any consecutive twelve (12) calendar months of response performance review the City, at its sole discretion, may implement a

performance incentive program to minimize liquidated damages from response time violations.

12. NO CODE REQUESTS. AMR shall not use red light and/or sirens to arrive at an incident on a No Code Request. The City shall specify whether the request for ambulance services is an Alpha or Bravo no-code call. AMR shall make its own determination of the need for "code" departure from the incident to the medical facility, based on Spokane County EMS protocols/ guidelines, East Region PCPs and Washington State Department of Health Care Procedures.

13. NON-TRADITIONAL HEALTH CARE

The parties will work collaboratively to identify potential non-traditional, out-of-hospital health care, in which personnel from both agencies may participate in programs intended to enhance overall health care delivery to the citizens of the community and integrated community medical services. Both agencies will work together with third party insurers, managed care organizations, public health officials, and other agencies involved in the provision of out-of-hospital health care, in order to identify optimal and more efficient utilization of the skills of local emergency medical personnel in non-traditional EMS activities in an effort to better manage costs associated with the provision of such services.

- A. Nurse Line – The parties will evaluate the feasibility of Nurse Line services being provided by AMR. Should the parties determine that such services are feasible, any cost to the City for those services will be negotiated between the parties.

ARTICLE III. FEES AND CHARGES

1. INITIAL RATE / CPI INCREASES. The rates set forth in Attachment "C" shall apply for the first twelve (12) months of this Agreement. The rate schedule may be adjusted by AMR once a year thereafter on an annual basis with the increase not to exceed the latest annual U.S. All Urban Consumer Price Index (January 1-December 31) with a minimum increase of two (2) percent and a maximum increase of five (5) percent as agreed to by the parties. AMR shall notify the Fire Chief in writing of the adjusted rates based on the C.P.I at least sixty (60) days prior to the effective date of the changes. Rate changes cannot be implemented until receiving written approval from the Fire Chief, which shall not be unreasonably withheld.
2. RATE LISTING. AMR shall annually in June file and maintain with the Contract Administrator a current rate schedule of all patient fees and charges applicable to the Agreement.
3. OTHER CHANGE REQUESTS ALLOWED. AMR may submit requests for changes to fees and charges based on the following:
 - A. Changes in Technology/ Unforeseen Expenses. AMR may request new charges based on changes in technology or for impacts to its operation that were unforeseen or beyond its control. Such requests shall be submitted in writing at least sixty (60) days before implementation and cannot be imposed without the written approval of the Fire Chief.

- B. Changes in Collections due to Fixed Rate Payers/ Non-Payers. In addition to the circumstances described in Section 3(A) above, during the term of this Agreement, AMR may make no more than two (2) requests for an adjustment of the fees set forth in Attachment "C" to compensate for the effect that fixed rate payers (e.g. Medicare, Medicaid) and non-payers have on AMR's collections. Such requests must be at least eighteen (18) months apart and shall be supported by detailed documentation showing the need for the increase. Such requests shall be submitted in writing at least sixty (60) days before implementation and cannot be imposed without the written approval of the Fire Chief.
4. RATE ADJUSTMENTS / NEW CHARGES. All other rate adjustments or new charges shall require approval by the City Council. AMR will submit a written request to the City's Contract Administrator requesting a change. If the City Council fails to reach a decision approving or denying AMR's request within ninety (90) days of AMR's submittal of the written request or otherwise takes no action on the request, the requested rate adjustments and/or new charges will be deemed approved by the City Council.
5. DECREASED COSTS. Rate decreases are at the option of AMR and are not a requirement of the Agreement.
6. REVIEW OF BILLING AND CHARGES. AMR shall keep true, full and accurate patient records, bills, charts, and related materials for a period of time as required by federal and state law, relating to the services provided by AMR pursuant to this Agreement, together with any other information which will in any way affect AMR's requests for payments for services and/or rate increases and new charges. The Contract Administrator shall be allowed, after fifteen (15) days prior notice, to inspect AMR's books of account at AMR's offices.
- A. The Contract Administrator will regularly request and review AMR's patient billings to monitor compliance with the pricing requirements. AMR shall forward bills, charts, and other related materials within fifteen (15) days of the request.
- B. Upon a discovery of a significant and material billing error and discussion with AMR, if the Fire Chief determines an independent review or audit is necessary by a certified public accountant he will advise AMR in writing of the City's intent to procure the review or audit. AMR shall not be obligated to pay more than the commercially reasonable costs and fees for any review or audit.
7. PAYMENT BY PATIENTS. AMR shall look solely to the person(s) to whom ambulance services (or their financially responsible insurance company or third-party payor) are rendered for payment of all fees and charges. The City shall have no responsibility for payment of any costs incurred by AMR as a result of this Agreement.
8. PROHIBITED CHARGES.
- A. AMR shall not impose any unfair or excessive charges or fees

- B. AMR shall not charge any person the agreed upon rates for treatment, supplies or equipment unless the ambulance transports the patient; provided, AMR may charge Medicare or Medicaid for emergency response to a patient that is determined to be DOA after arrival that is not transported.
- C. AMR is prohibited from making on-site, en-route, or upon delivery, solicitations or requests for collection of payment.

9. BILLING, COLLECTIONS AND REPORTING.

- A. AMR shall be responsible for all billing and collection functions related to services rendered pursuant to the Agreement. AMR shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws. The ambulance company shall commit a pre-billing employee in their Spokane office to review bills and assure accuracy in accordance with provisions of the Agreement.
 - B. AMR shall maintain billing and accounts receivable information. AMR shall provide to the Contract Administrator, within ninety (90) days after the end of each fiscal year of AMR, written data that clearly identify collection rates, payor mix and compliance with rate structure, and provide for review the preliminary balance sheet and income statement for its operations within the Spokane operation. The City shall have the right to examine/ audit financial records at any reasonable time. The City will maintain confidentiality of submitted financial records and statements, subject to the requirements of state law.
10. COMPENSATION. AMR agrees that the requests for ambulance service referred to it by the City shall be fair and adequate consideration for providing the services under this Agreement. Provided, nothing herein guarantees or entitles AMR to any particular referrals of calls for ambulance service.
11. AGREEMENT MAINTENANCE. The Fire Department shall charge AMR and AMR shall pay for the City's cost of administering all aspects of this Agreement ("Administration Fee"). The Administration Fee shall be TWENTY- FIVE THOUSAND AND NO DOLLARS (\$25,000.00) plus CPI per calendar month. The City shall submit monthly invoices to AMR for the Administrative Fee. Within thirty (30) days of AMR's receipt of the City's invoice, AMR shall remit the Administrative Fee to the City's Director of Treasury Services.

The Administrative Fee will be adjusted annually as of the anniversary date of this Agreement per the formula outlined in Article III, Section 1 above as agreed to in writing by the parties. If the stated index is discontinued, the City will use the index promulgated by the Department of Labor which in the City's opinion most closely approximates the above index, and the Administrative Fee will be adjusted accordingly. The Administrative Fee shall never decrease over the previous year. The City shall be responsible for calculating the adjustment and shall, within thirty (30) days prior to each anniversary date, provide AMR with documentation

pertaining to the calculated adjustment. The purpose of this annual fee and increase is to offset the costs for the following services:

- A. The costs associated with the dispatch and computer aided dispatch connectivity including hardware, software, and maintenance to support the system;
 - B. The City's incremental cost associated with administration of the Agreement;
 - C. The City's incremental cost associated with monitoring AMR's compliance with the Agreement;
 - D. The City's incremental cost associated with integration of patient care data; and
 - E. The City's incremental cost associated with medical oversight and quality assurance; and
 - F. The City's incremental cost associated with the overall coordination of this Agreement with the community's integrated medical systems; and
 - G. The City's cost for training ambulance service employees in courses required for operations.
 - H. It is the City's responsibility to ensure that the Administrative Fee for the services that it provides to AMR set forth above is less than its actual costs to provide those services.
12. No Influence on Referrals. It is not the intent of either party to the Agreement that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in the Agreement. Any payments specified in the Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

ARTICLE IV - AGREEMENT ADMINISTRATION

- 1. LOCATION OF OFFICES. AMR shall maintain an administrative office within the Spokane City Limits. AMR shall notify the Contract Administrator in writing 90 days before moving the office.
- 2. RESPONSIBLE INDIVIDUAL. AMR's designated representative, as defined in subsection IV(3)(B) below, shall work in the Spokane administrative office. Administration of this Agreement shall be the designated representative's primary job function. AMR shall notify the Contract Administrator at least ninety (90) days prior to appointing a new designated representative; provided, if extraordinary circumstances do not permit ninety (90) days advance notice, AMR shall notify the Contract Administrator as soon as possible under the circumstances.

3. CONTACTS FOR RESPONSIBILITY.

- A. City. The City's designated representative for purposes of receipt of any notices shall be:

Fire Chief, City of Spokane
Spokane Fire Department
44 West Riverside Avenue
Spokane, Washington 99201-0189

The City's designated representative for purposes of administering this Agreement is the Contract Administrator.

- B. AMR. The AMR's designated representative for purposes of receipt of any notices shall be:

General Manager
American Medical Response Ambulance Service, Inc.
915 West Sharp Avenue
Spokane, Washington 99201

With Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

AMR's designated representative for purposes of administering this Agreement shall be:

General Manager
American Medical Response Ambulance Service, Inc.
915 West Sharp Avenue
Spokane, Washington 99201

- C. Absence. The above-named persons shall designate a person to act as their authorized designee in case of absence or other circumstance where they may be unavailable and shall provide written evidence of such designation to the other party within a reasonable time.

4. MAINTENANCE OF RECORDS.

- A. AMR Records. AMR shall maintain accurate and complete records of all ambulance service calls. The records shall include date and time call received, unit number, time dispatched, time responding, on-scene time, transport time, at hospital time, nature of call, facility or place patient was transported to, initial location of responding ambulance, and time in service. The records shall be available for inspection at AMR's Spokane Office by the City's authorized representative during regular business hours.

B. AMR Records Requests. AMR shall release all requested records at its Spokane office within five (5) business days. If City staff is required to travel out of town to review records of AMR, AMR shall reimburse the City for its expenses. Prior to the commencement of the Agreement, AMR will identify all records and/or reports it will not release to the City during the term of the Agreement.

C. Inspections. At any time during normal business hours, and as often as may reasonably be deemed necessary, the City representatives and the EMS Medical Director(s) may observe AMR's operations. Additionally, AMR shall make available for their examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel information), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by the Agreement.

City representatives and the EMS Medical Director(s) shall, at any time, and without notification, be granted access and allowed to directly observe AMR's operation of its EMS Communications Center, maintenance facility, any ambulance post location. City representative(s) and the EMS Medical Director(s) shall be allowed, after providing at least five (5) minutes notice, to ride as third person(s) on any of AMR's ambulance units; provided however that in exercising this right to inspection and observation such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with AMR's employees in the performance of their duties and contractual responsibilities, and shall, at all times be respectful of AMR's employer / employee relationship.

The City's right to observe and inspect AMR's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given to AMR in advance of any such visit.

AMR will cooperate with and respond to the Fire Department and the City on all matters related to the provision of emergency and non-emergency ambulance services covered by this Agreement.

5. VIOLATIONS. The Fire Chief may assess penalties for failure of AMR to comply with a term or condition of the Agreement; provided, the Mayor must be consulted prior to the final assessment by the Fire Chief.

A. Penalties. Penalties shall be as follows:

- 1) First Violation – The Fire Chief shall issue a written reprimand and/or up to a ONE THOUSAND DOLLAR (\$1,000.00) penalty.
- 2) Second Violation – A second violation shall result in a penalty not to exceed THREE THOUSAND DOLLARS (\$3,000.00).

- 3) Three or More Violations – Three or more violations shall result in a penalty not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) for each violation.

Penalties shall be cumulative. Depending on the nature of the violation, penalties may be assessed on a daily basis.

The Fire Chief reserves the right to terminate the Agreement immediately for a material default under Article X, Section 3 or where the Fire Chief has determined that the public health or safety may be jeopardized or endangered. It may also be immediately terminated if insurance coverage is concealed, reduced, or not renewed.

B. Hearing. The Fire Department shall issue the reprimand, penalty, or termination notice which shall be served upon AMR in person or by certified mail. The notice shall state a hearing date and time at which AMR's authorized designee must appear in person before the Fire Chief to show cause why the reprimand, penalty or termination should not occur. Within five (5) business days after the hearing, the Fire Chief shall issue a written decision.

C. Appeal. AMR may appeal the Fire Chief's decision within five (5) business days of receipt thereof to the Spokane City Hearing Examiner. The Hearing Examiner may overturn the Fire Chief's decision only if AMR carries the burden of establishing that one of the standards set forth in this subsection has been met. The standards are:

1. The Fire Chief's decision is not supported by evidence that is substantial when viewed in light of the whole record before the Hearing Examiner; or
2. The Fire Chief's decision is clearly erroneous.

The decision of the Hearing Examiner shall be final and binding upon AMR.

D. Escrow Account. AMR previously deposited with the City the sum of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) ("Deposit"), to be held in trust by the City according to the terms of this Agreement. AMR shall cause the deposit to remain at an amount of not less than \$10,000.00 during the term of this Agreement. The City shall maintain said deposit separate and apart from the City's general funds or may commingle said deposit with the City's general funds. The City reserves the right to withdraw from this deposit any monies assessed by the Fire Chief for violation(s) of this Agreement. Upon demand, AMR agrees to pay the City an amount equal to said assessments in order to restore the deposit to \$10,000.00. Any interest benefits accruing under said deposit shall remain the property of AMR.

6. LETTER OF CREDIT. AMR shall maintain throughout the term of the Agreement an irrevocable letter of credit in the amount of TWO MILLION AND 00/100 DOLLARS (\$2,000,000). The letter of credit shall be issued by a bank whose long-term debt is rated "A" or better by either Moody's Investors Service or Standard & Poor's Ratings Services (or their respective successors). The letter of credit shall be for a term of one (1) year, shall be continuously renewed, extended or replaced so that it

remains in effect for the entire term of this Agreement, or such shorter period of time as determined by the City, in its sole discretion, and shall be issued in a form acceptable to the City.

The City shall be authorized under the letter of credit to make one (1) or more sight drawings thereon upon certification to the issuing bank of a material default of AMR under the terms of the Agreement, i.e., Article X, Section 3. The letter of credit shall permit a drawing thereon in the full stated amount thereof in the event that any required renewal, extension or replacement thereof is not made prior to thirty (30) days of its expiration. The letter of credit shall serve as security for the performance of AMR's obligations hereunder, and the stated amount thereof shall in no way limit the amount of damages to which the City may be entitled for any AMR default.

7. TRANSFER OF OWNERSHIP. Transfer of a majority of ownership of AMR shall be fully disclosed to the City within thirty (30) days. Any such transfer of ownership is subject to Article XI, Section 5 of this Agreement and transfer documents must obligate any new ownership to fulfill AMR's obligations under this Agreement to the satisfaction of the City Attorney.

ARTICLE V - PERSONNEL

1. STAFFING. AMR shall have sufficient dispatchers, drivers, supervisors, support staff, emergency medical technicians (EMT) and paramedics to comply with the Agreement.
2. CERTIFICATION OF EMS PROVIDERS. All AMR personnel used in the ambulance vehicle in the performance of the Agreement shall be currently certified Washington State Emergency Medical Technician (EMT) and paramedic (EMT-P) to comply with the Agreement.
3. MINIMUM UNIT STAFFING. All ambulances responding to 9-1-1 requests for transport within the City limits shall have a minimum of one (1) currently certified Washington State Paramedic and one (1) currently certified Washington State EMT on board.
4. MINIMUM SUPERVISORY STAFFING. AMR shall provide at least one (1) autonomous and qualified paramedic supervisor (not routinely assigned to an ambulance) on duty and available in the system 24-7-365.
5. DISPATCHER CERTIFICATION. All utilized dispatchers shall hold current certification as Emergency Medical Dispatchers (EMD) or equivalent, as approved by the City.
6. EMPLOYEE WORK SCHEDULE. AMR warrants that its field and dispatch employees' regular work schedule with AMR shall not exceed fifty-seven (57) hours in any continuous floating seven (7) day period. No field and dispatch employee shall, on a regular work schedule basis, work more than twenty-four (24) hours at a time without a minimum twelve (12) hour break at the end of the shift. No field and

dispatch employee shall hold regularly scheduled work at any place for twelve (12) hours prior to beginning his/her shift with AMR.

7. UNIFORMS. Uniforms shall exhibit a professional appearance at all times and reflect the trust and integrity needed for the AMR to provide services under this Agreement as long as uniforms clearly identify personnel as AMR employees and not Fire Department personnel.
8. EMPLOYEE TRAINING AND ORIENTATION OF CITY'S EMS SYSTEM. AMR shall provide all of its supervisory, field, and dispatch personnel assigned to the City with an orientation on the City's EMS System prior to field assignment. This program shall be subject to the review and approval of the Contract Administrator. Additionally, AMR shall grant Fire Department ample opportunity to become acquainted with AMR's personnel, equipment and operation, and shall allow Fire Department personnel on a space available basis to attend its continuing education and specialty training programs.
9. AMR LABOR ACTIONS. AMR shall notify the Contract Administrator of all anticipated or pending labor actions including strike votes, and other work slowdowns. AMR shall present a plan for the review of the Contract Administrator for continuing operations during a work slowdown or labor strike within thirty (30) days of implementation of the Agreement. The plan shall be updated annually and shall be maintained for the life of the Agreement.
10. INCIDENT COMMAND SYSTEM. Within thirty (30) days of the commencement of the term of this Agreement, AMR shall provide the Contract Administrator with written proof that all AMR employees have successfully completed IS700 and ICS 100 and 200) and that all supervisors have also completed ICS300. AMR shall conduct such ongoing training so as to maintain proficiency for all employees. AMR will work with the City on an on-going basis to insure that all personnel are familiar with the ICS system utilized within Spokane County.
11. HAZARDOUS MATERIALS TRAINING. Within thirty (30) days of the commencement of this Agreement, AMR shall provide the Contract Administrator with written proof that all AMR employees working in the field are trained to the minimum requirements of the federal hazardous materials laws, 29 CFR 1910. AMR shall conduct ongoing training as necessary so as to maintain proficiency for all operations employees.
12. PRECEPTOR PROGRAMS. AMR and the Fire Department shall participate in and assist each other in normal pre-hospital paramedic preceptor programs. Approved paramedics will act as preceptors.

ARTICLE VI - EQUIPMENT

1. VEHICLES. AMR shall be entirely responsible for furnishing, at its sole cost and expense, sufficient vehicles and equipment to comply with its obligations under this Agreement. AMR must maintain its vehicles and equipment according to a preventative maintenance program that is approved in writing by the Contract Administrator.

2. VEHICLE STANDARDS. AMR shall provide all vehicles and equipment necessary to fulfill its obligations under this Agreement at AMR's sole cost and expense. All vehicles and equipment shall meet or exceed all standards established by the Federal government, Washington State, and the Fire Chief.
3. EQUIPMENT AND SUPPLIES. All equipment, supplies, medications (dosages, sizes, and amounts) used and/or administered by AMR under this Agreement shall be compatible with that used by the Fire Department. All equipment, supplies, and medications used and/or administered by AMR shall meet the standards set forth in the Washington State Administrative Code (WAC) for ambulances and Advanced Life Support verified EMS transport services as well as Spokane County Emergency Medical Services Protocols/guidelines. The Contract Administrator shall approve changes to equipment, supplies or medications in writing before AMR may use the same on ambulances.
4. VEHICLE AGE LIMIT. Front-line vehicles utilized by AMR in performance of the Agreement shall not be older than five (5) years, from date of manufacture or have more than two hundred fifty thousand (250,000) miles, whichever comes first. A front-line vehicle is any vehicle which is regularly used to respond to emergency calls and is used for transport of 9-1-1 referrals on either a dedicated or standby basis. The Fire Chief may temporarily waive this requirement in circumstances of unusually high call volumes or other unusual circumstances. The Fire Chief may require a vehicle that meets the above criteria to be removed from service if the condition of said vehicle is such to jeopardize the safety of the public or the aesthetics or physical appearance do not display the level of professionalism expected of the services provided under this agreement.
5. LIST OF VEHICLES. AMR shall maintain and provide to the Contract Administrator within ten (10) days of the commencement of this Agreement a complete listing of all vehicles including reserve vehicles used in performance of this Agreement, including license and vehicle identification numbers and date of manufacture. AMR shall report in writing all changes of vehicles used under the Agreement to the Contract Administrator within ten (10) calendar days of such occurrences.
6. VEHICLE SCHEMES. The Contract Administrator shall approve the style, markings, and color of all vehicles used by AMR prior to use for the Agreement. In addition vehicles shall not be marked with any telephone number other than 9-1-1 when used in the performance of the Agreement.
7. AUTOMATIC VEHICLE LOCATOR. AVL/GPS System: AMR shall maintain the necessary hardware/software to communicate and integrate with, the Spokane Fire Department's AVL system.
8. PRE-EMPTION EQUIPMENT. The parties will evaluate the feasibility of allowing AMR to install pre-emption equipment at their own expense, which could be utilized during code responses to incident scenes within the City or for hospital transports associated with responses that occur as a result of this Agreement. The decision to allow use of this equipment is solely at the City's discretion.

9. DISPOSABLE SUPPLIES. AMR shall provide at no cost to the City, disposable supplies (excluding scheduled medications) utilized by City first response units in direct patient care, on incidents that resulted in a transport by AMR. AMR will work with SFD in determining the means by which this shall be accomplished as allowable under federal and state law. If the City so chooses, AMR shall provide the City with direct access to its on-line ordering system, and supplies will be shipped directly to the City's designated locations.
10. DURABLE GOODS. AMR will provide the City with the option to purchase durable medical equipment through its nationwide contracts.

ARTICLE VII - COMMUNICATION

1. COMMUNICATIONS WITH AMBULANCES. AMR shall maintain twenty-four (24) hours daily, seven (7) days a week communication between its ambulances and its central dispatch point from any point within its service area.
2. MINIMUM STAFFING FOR DISPATCH CENTER. There shall be on duty twenty-four (24) hours daily, seven (7) days a week, at least one (1) qualified person who has the responsibility for dispatching ambulances. Answering services are not acceptable.
3. TELEPHONE & COMPUTER CONNECTIONS. AMR shall provide, at its own expense, straight-line telephone and computer connections to the Combined Communications Center.
4. TELEPHONE AND RADIO RECORDING. All telephone lines in which calls can be received for service are to be recorded with a time and date stamp and maintained for one hundred eighty (180) days. All radio communications are to be recorded with a date and time stamp and maintained for one hundred eighty (180) days. The City is authorized to have copies of any calls in which Fire Department resources are dispatched or should have been dispatched under provisions of the Agreement.
5. COMPUTER INTERFACE. AMR shall maintain a compatible computer interface at its sole expense with the Combined Communications Center Computer Aided Dispatch/ Records Management System (or such other system as the City may from time to time utilize), to allow for the automatic dispatching of ambulance company vehicles and the transferring of run information, to include all dispatch notes. Currently, the Combined Communications Center dispatch software vendor is EnRoute Emergency Systems, Inc. of Tampa, Florida (for purposes of this section 5, the "System"). Prior to making any changes in the System and/or its vendor, the City will provide AMR thirty (30) days minimum notice and will further grant AMR a reasonable time to integrate into the new System.
6. TWO WAY COMMUNICATIONS. AMR will, at its own expense, provide for two (2) way radio communications between its units, Combined Communications Center, and units of the Fire Department on all Fire Department frequencies specified by the Contract Administrator. Assigned Fire Department frequencies shall be set as the primary frequencies during response to EMS calls.

7. SYSTEM UPGRADES. AMR shall cooperate with the City during planning and implementing upgrades and enhancements to the Combined Communications Center dispatch and communications system.
8. BACKUP COMMUNICATIONS. AMR shall maintain the current backup communications plan between:
 - a. Ambulances and the AMR dispatch center; and
 - b. AMR and the Combined Communication Center; and
 - c. Ambulances and Fire Department units.
9. AMR DISPATCH CENTER. The AMR dispatch center shall be located within Spokane County.
10. ELECTRONIC PATIENT CARE RECORDS (EPCR). AMR shall at their own expense, maintain a fully operational EPCR system during the term of this Agreement. AMR will work towards the integration of AMR's EPCR data into the City's EPCR data, as soon as possible.

ARTICLE VIII - QUALITY ASSURANCE

1. RULES AND STANDARDS FOR QUALITY ASSURANCE. AMR shall comply with all state and local rules, regulations and standards relating to the operation of ambulances during the term of this Agreement. AMR shall follow the Spokane County Emergency Medical Service (EMS) Protocols/guidelines as established by the Spokane County Medical Program Director. On-going quality assurance by AMR shall be monitored by and be under the jurisdiction of the Spokane County Medical Program Director. AMR's Advanced Life Support (ALS) supervising physician or designee is responsible for providing on-going quality assurance and continuing education for re-certification of paramedics and Emergency Medical Technicians (EMT) in accordance with state law.
2. PATIENT CARE PERFORMANCE STANDARDS MONITORING. AMR shall ensure its personnel complete documents related to responses and patient care, including, but not limited to, Prehospital Care Reports (PCRs), Against Medical Advice Summary Audits (AMA), and ambulance response failure/ unusual occurrence forms. Such documents shall be made available to the City upon request. AMR shall provide to the Fire Department by the fifteenth (15th) day of each calendar month a report summarizing its patient care performance during the preceding month. Quarterly AMR and the Contract Administrator shall meet to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide an arena to confer about patient care performance on the part of AMR or Fire Department.
3. INQUIRIES AND COMPLAINTS. AMR shall provide prompt written responses and follow-up to written inquiries and complaints submitted by the City. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. The City reserves the right to conduct interviews with AMR employees involved with complaints, as long as the interviews are scheduled in advance with AMR and

conform to AMR's personnel procedures. AMR shall provide to the Contract Administrator by the fifteenth (15th) day of each calendar month, a list of all complaints received regarding services provided under this Agreement and their respective dispositions. Copies of such complaints will be made available to the City upon request. Any complaint received by the City shall be forwarded to AMR for action and AMR shall forward the disposition of the incident to the Contract Administrator within twenty-one (21) days of receipt.

4. TRAUMA SERVICE VERIFICATION. AMR shall attain and maintain ALS transport trauma service verification in accordance with Chapter 246-976, Washington Administrative Code (WAC).
5. STANDARD OF SERVICE. AMR will be required for the term of the Agreement to maintain the level and type of service as originally presented in its bid proposal and modified by this Agreement.
6. NON-TRADITIONAL HEALTH CARE. AMR will work collaboratively with the Fire Department to identify potential non-traditional, out of hospital, health care in which personnel from both agencies may participate in programs intended to enhance health care delivery to the citizens of the community. Both agencies will work together with third party insurers, managed care organizations, public health officials, and other agencies involved in the provision of out of hospital health care in order to identify optimal and efficient utilization of the skills of local emergency medical personnel in non-traditional EMS activities and manage costs associated with the provision of such services.
7. HIPAA BUSINESS ASSOCIATE REQUIREMENTS. AMR shall be considered a business associate with the City for the purposes of compliance with federal Health Insurance Portability and Accountability Act regulations. These requirements are found in Appendix "D".
8. PATIENT SURVEYS. AMR shall randomly conduct patient satisfaction surveys on at least 10 percent of all patients transported in a given contract year. Surveys must be evenly spaced throughout the year. Survey summaries shall be provided to the Fire Department monthly. An annual summary report shall be provided within thirty (30) days of the end of each contract year.
9. The Fire Department shall pre-approve the survey form and reserves the right to review completed individual surveys received by AMR.

ARTICLE IX - LEGAL RELATIONS

1. INDEPENDENT CONTRACTOR. In the performance of the Agreement, AMR is an independent contractor, and AMR, its officers, employees, agents or subcontracts shall not be deemed in any respect to be employees or agents of the City. No representations to the contrary shall be made, directly or implied.
2. HOLD HARMLESS.

- A. No liability shall attach to the City for entering into the Agreement or because of any act or omission of AMR except as expressly provided in the Agreement. AMR shall indemnify and hold the City harmless for any loss, liability, damage, cost, charge or expense to which it may be put by reason of any act or omission of AMR, and, if any action is brought against the City, AMR shall assume the defense and to pay all costs, charges, attorney's fees, judgments, or other expenses that may be incurred by or obtained against the City.
- B. The parties recognize that the Agreement and relationship between them, whether or not specified contractually, may expose the City to third party liability claims in connection with the exercise of its municipal functions. It is further recognized an undertaking of a referral and dispatch function and related functions by the City anticipated by the Agreement may result in a claim or finding of a special relationship between the City and a third party requesting emergency assistance or other ambulance service which may give rise to municipal liability. The parties specifically agree that the insurance coverage and the promise of indemnification by AMR shall specifically include liability and indemnification protection for third party claims that arise in connection with this Agreement against the City, its officers, agents and employees, direct or indirect, and however arising, except only those claims arising out of the City's sole negligence or solely from an intentional municipal act.
- C. AMR assumes potential liability for actions brought by its own employees against the City and solely for the purpose of this indemnification and defense, AMR waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the parties.
- 3. DISPUTES. This Agreement is to be performed under the laws of Washington State. Any litigation to enforce this Agreement or any of its provisions shall be brought in a court of competent jurisdiction in Spokane County, Washington. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs, and expenses as may be set by the court. The parties agree that prior to instituting any litigation for any dispute, controversy or claim arising out of or in connection with or relating to this Agreement, shall be submitted to arbitration in conformance with the rules of the American Arbitration Association (AAA).
- 4. COMPLIANCE WITH LAWS, COMPLIANCE PROGRAM AND NON-EXCLUSION.
 - A. Each party shall comply with all federal (including the Anti-Kickback Statute), state, and local laws, rules and regulations, now or hereafter existing, in particular: Chapter 18.71, 18.73, 70.168 Revised Code of Washington (RCW) and Chapter 246-976 Washington Administrative Code (WAC) pertaining to emergency medical care, transportation services, and ambulance rules and regulations.
 - B. AMR has made available to the City a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the City acknowledges receipt of such documents. AMR warrants that its personnel

shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

- C. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

5. INSURANCE. Prior to undertaking any work under the Agreement, AMR shall at all times during the term of the Agreement, obtain and maintain continuously, at AMR's sole expense and at no expense to the City, and file with the City's Risk Management Department, and the City Clerk, evidence of a policy or policies of insurance as enumerated in this Article IX Section 5:

A. INSURANCE REQUIRED; INSURANCE DOCUMENTATION REQUIRED.

- 1) Commercial General Liability Insurance: A policy of commercial general liability insurance, written on an occurrence form (CG 00 01), including all the usual coverage known as:

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractor's Liability
- Stop Gap or Employers Contingent Liability
- Fire Damage Legal

Such policy(ies) must provide the following minimum coverage:

Bodily Injury and Property Damage

\$1,000,000 General Aggregate

\$1,000,000 Products and Completed Operation Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

\$ 100,000 Fire Damage

Stop Gap Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit

\$1,000,000 Disease – Each Employee

At any time, if, in the reasonable opinion of the City, the amount of commercial general liability insurance coverage provided for herein is not adequate, AMR shall increase the insurance coverage as required by the City.

- 2) Business Automobile Liability Insurance: A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, and as specified by Insurance Services Office Symbol 1 (any auto).

Such policy(ies) must provide the following minimum limit:

\$1,000,000 Each Accident

- 3) Excess Insurance: A policy above the primary general liability and auto liability policies that will provide a total limit of insurance of \$10,000,000. The excess policy must be, at a minimum, as broad as the primary policies.

AMR MAY PROVIDE OTHER COMBINATIONS OF INSURANCE LEVELS, PROVIDED AT LEAST ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000) OF COVERAGE IS PROVIDED; PROVIDED, ANY SUCH ALTERNATIVE COMBINATIONS OF COVERAGE MUST BE APPROVED IN ADVANCE IN WRITING BY THE CITY'S RISK MANAGER.

- 4) Additional Insurance and Primary Insurance Provisions: Such insurance, as provided under items A1), A 2) and B above, shall be endorsed to include the City of Spokane, its officers, elected officials, employees, agents and volunteers as additional insured, and shall contain an endorsement requiring forty-five (45) days written notice from the insurance company to both parties before cancellation, non-renewal or change in coverage, scope or amount of any policy. In addition, AMR's insurance shall be primary, as respects the City and any other insurance maintained by the City shall be excess and not contributing insurance with AMR's insurance.
- 5) Errors and Omissions Liability Insurance: A policy of Professional Liability Insurance appropriate to AMR's profession. Coverage should be for a professional error, act or omission arising out of the scope of services in the Agreement. The policy is to cover AMR and its employees, partners, officers, directors, and principals.

The policy form may not include:

Bodily injury or property damage

The minimum limit of coverage shall be:

\$2,000,000 per incident
\$5,000,000 Annual Aggregate

- 6) Workers' Compensation: A policy of Workers' Compensation. As respects Workers' Compensation insurance in the State of Washington, AMR shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 RCW. If AMR is qualified as a self-insurer in accordance with Chapter 51.14 RCW, AMR shall so certify by letter to the Contract Administrator, signed by a corporate officer indicating that it is a qualified self insured and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

AMR hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the property from any cause, and hereby waives all claims against the City. AMR further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

- B. CLAIM MADE FORM AND DEDUCTIBLES. If any such policy(ies) above is written on a claim made form, the retroactive date shall be prior to or coincident with the effective date of the Agreement. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims made from coverage shall be maintained by AMR for a minimum of three (3) years following the expiration or earlier termination of the Agreement, and AMR shall annually in November provide the Contract Administrator with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, AMR shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of AMR.

- C. EVIDENCE OF INSURANCE. The following documents must be provided as evidence of insurance coverage to the Contract Administrator not less than ten (10) days prior to the commencement of this Agreement:

- 1) A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements. The City reserves the right to require a copy or certified copy of said policy or policies including all forms and endorsements attached.
- 2) A copy of the endorsement naming the City of Spokane as an Additional Insured (excluding Professional Liability Insurance), showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.

- 3) A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
 - 4) A copy of an endorsement stating that the coverage provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the Contract Administrator.
 - 5) A copy of a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that, except with respect to the limits of insurance and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability and Business Automobile Insurance).
- D. INSURANCE POLICY RATING. All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington, or issued as a surplus line by a Washington Surplus Lines broker), form and coverage, and primary to all other insurance.
- E. SELF-INSURANCE. Should AMR be self-insured, under terms 1a, 1b or 1c above, a letter must be submitted from the Corporate Risk Manager, or appropriate Finance Officer, to the Contract Administrator stipulating that the self-insurance is actuarially funded and fund limits, along with any declaration pages of excess coverage required to meet the Agreement limit requirements. Further, this letter should advise how AMR would protect and defend the City of Spokane as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
- F. SUBCONTRACTORS. AMR shall include all subcontractors as insureds under its policies or shall furnish separate evidence of insurance as state above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

ARTICLE X - TERMINATION / DEFAULT

1. TERMINATION.

- A. City. The City may terminate the Agreement, with cause, upon thirty (30) days' written notice to AMR. The City may terminate the Agreement without cause upon one hundred eighty (180) days' written notice to AMR except the City may terminate the Agreement without cause upon thirty (30) days' written notice if AMR is awarded the area wide transport contract and the City decides to participate in that contract. AMR waives all claims for loss or liability against the City, directly or indirectly for a determination to terminate the Agreement.

Note: Should the City determine that it is in its best interest to participate in a County-wide ambulance contract, the City would terminate this Agreement under the conditions outlined in paragraph A above.

- B. AMR. AMR may terminate the Agreement, only with cause, upon one hundred eighty (180) days written notice to the Fire Chief. AMR may terminate the Agreement without cause only through mutual written agreement with the City.

2. EQUIPMENT UPON MATERIAL DEFAULT AND TERMINATION. Upon a determination by the City of a material default as defined in Article X, Section 3 and its election to terminate the Agreement, AMR shall immediately, and without legal protest, surrender ten (10) fully equipped ambulances to the City for an interim period. Any legal dispute concerning the City's determination shall be initiated and shall take place after the emergency takeover by the City has taken place. The City shall be given the first option to purchase the ambulances and equipment and to pay fair market rental for their usage during an interim period.

- A. Rental Payments. The City shall pay fair market rental for use of the ambulances and rental as mutually agreed upon. If the parties are unable to agree upon the fair market rent, the matter shall be submitted to arbitration in conformance with the rules of the American Arbitration Association. Rental payments shall be made monthly. Late payments may be charged delinquent interest in accordance with state law.

- B. Purchase Options. The City shall be given the first option to purchase any or all of the ambulances and equipment for an amount equal to the greater of:

- 1) The then-current fair market value of the ambulance/equipment as mutually agreed upon by the parties in good faith after taking into consideration any current or historical sales or offers for similar ambulances and equipment; or
- 2) The amount that remains to be paid by AMR to any seller, lessor, lien holder, or other entity with respect to the ambulances and equipment as of the date of the City's purchase.

If the parties are unable to agree upon the fair market purchase value, the matter shall be submitted to arbitration in conformance with the rules of the American Arbitration Association.

- C. Title. Title to the ambulances and equipment shall remain with AMR and the City shall have no right, title, or interest therein unless the City purchases the ambulances from AMR as provided herein.

- D. Taxes. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall keep the ambulances and equipment free and clear of all liens and encumbrances,

and the City shall pay all assessments, license fees, taxes and other governmental charges, fees, fines and penalties that are incurred by the City with respect to such ambulances and equipment during such rental period.

- E. Loss And Damage. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall assume and bear the full risk of loss of, theft of, damage to, or destruction of the ambulances and equipment from any cause whatsoever. In the event of such an occurrence, the City shall give AMR notice thereof and shall place the ambulance or equipment in good repair, condition, and working order. If the ambulance or equipment is determined by AMR to be lost, stolen, destroyed or damaged beyond repair, the City, at AMR's option, shall either replace the ambulance and any equipment with like items or pay fair market value less received insurance proceeds received by the parties.
 - F. Maintenance and Repairs. During any time that the City is renting ambulances and/or equipment from AMR pursuant to this Agreement, the City shall, at its expense, bear the entire cost of operation and maintenance of the ambulances and equipment in good condition and running order in accordance with the manufacturers' recommendations. The City shall not be responsible for normal wear and tear.
 - G. Warranties. Except as otherwise required under this Agreement, and without prejudice to AMR's obligations under this Agreement with respect to vehicles and equipment, AMR, not being the manufacturer of the vehicles and equipment nor the manufacturer's agent, makes no express or implied warranty of any kind whatsoever with respect to the vehicles and equipment, including but not limited to the merchantability of the vehicles and equipment or their fitness for any particular purpose; the design or condition of the vehicles and equipment; the quality or capacity of the vehicles and equipment; the workmanship of the vehicles and equipment, compliance of the vehicles and equipment with the requirements of any law, rule, specification, or contract pertaining thereto; patent infringement; or latent defects.
 - H. Patient Charges. The City may charge patients for any services rendered by the City during the exercise of this interim period and retain all received funds.
3. MATERIAL DEFAULT– DEFINITION. Conditions and circumstances, which constitute a material default for purposes of the Agreement shall be limited to the following:
- A. The City has a reasonable verifiable belief that AMR intends to discontinue or has discontinued service under the Agreement;
 - B. The Fire Chief has terminated the Agreement after a determination that the public health or safety may be jeopardized or endangered;

- C. Revocation, termination, suspension, surrender or lapse of AMR's ambulance license by Washington State;
- D. Failure of AMR to operate the ambulance system in a manner which enables the City and AMR to remain in substantial and material compliance with the requirements of applicable federal and state laws, rules, and regulations, and with the requirements of local rules and regulations. Minor infractions of such requirements shall not constitute a breach of the Agreement;
- E. Willful falsification of information supplied to the City by AMR at any time;
- F. Willful falsification of data supplied to the City during the course of operations, including but not limited to dispatch data, patient report data, response time data, financial data, or willful downgrading of calls triaged to enhance AMR's apparent performance or falsification of any other data required under the Agreement;
- G. AMR's failure to comply substantially and materially with the accepted plan for ambulance coverage;
- H. AMR's willful noncompliance with Agreement requirements;
- I. AMR's failure to maintain equipment in accordance with industry maintenance practices after written notice by the City;
- J. AMR's deliberate excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;
- K. Willful attempts by AMR to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle;
- L. Chronic and persistent failure of AMR's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance to the extent that the City's reputation suffers, as determined by the Fire Chief after consultation with the Mayor;
- M. AMR's failure to furnish key personnel or quality and experience as required by this Agreement;
- N. AMR's willful or recurring failure to comply with approved rate setting, billing and collection procedures in violation of law or this Agreement, as determined by the Fire Chief after consultation with the Mayor;
- O. Unfair, fraudulent or deceptive practices by AMR. Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance service as determined by the Fire Chief after consultation with the Mayor;

- P. AMR's failure to meet response time performance standards for two (2) consecutive months after receiving notice from the Fire Chief to redeploy units or add additional unit hours;
- Q. Any labor action that prevents AMR from meeting the requirements of this Agreement.
- R. AMR's failure to comply with the insurance requirements set forth in this Agreement at any time during the term of the Agreement.
- S. AMR's failure to maintain the letter of credit as required by Article IV Section 6 continuously for the term of this Agreement.

Upon declaring a material default, the City shall provide AMR with written notice of the: (i) takeover date; (ii) the termination; or (iii) any cure period.

ARTICLE XI - MISCELLANEOUS PROVISIONS

1. AMENDMENTS. The Agreement may be amended at any time by mutual written agreement of the parties.
2. SAVINGS/ SEVERABILITY. If any provision of the Agreement is made invalid or unenforceable, such action shall not invalidate the entire Agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.
3. WAIVER. Failure by the City to enforce every term and condition of the Agreement in every instance shall not be deemed waiver of any portion of the Agreement and the City reserves the right to enforce every provision herein to the fullest extent allowed at any time.
4. 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 the Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age or disability. AMR shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.
5. ASSIGNMENT. This Agreement, or any interest therein, shall not be assigned, voluntarily or by operation of law, sublet or transferred, in whole or in part, without the written consent of the City.
6. EXPANDED SERVICE AREA. During the term of the Agreement, any areas that become the responsibility of the Fire Department through annexation, consolidation, or agreement must be extended for ALS (paramedic) transport service under the Agreement through negotiations by the parties.
7. INTELLECTUAL PROPERTY RIGHTS. All rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of the Agreement or any subcontract hereunder, shall be assigned to the

City. Notwithstanding the above, AMR does not convey to the City, nor does the City obtain, any right to any document or material utilized by AMR that was created or produced separate from the Agreement or was preexisting material (not already owned by the City), provided that AMR has clearly identified in writing such material as preexisting prior to commencement of work. To the extent that preexisting materials are incorporated into the work, AMR grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, and transfer the preexisting material, but only as an inseparable part of the work.

All materials and documents prepared by AMR in connection with this Agreement are instruments of service and AMR shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the Agreement is completed. AMR grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by AMR for the City. If requested by the City, copies of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the City in connection with the performance of the work hereunder, shall be promptly delivered to the City.

The City may make and retain copies of such documents for its information and use. Such documents are not represented to be suitable for reuse by the City, or others, after the passage of time, on extensions of the Agreement, or on any other project.

Dated: _____

CITY OF SPOKANE

By: _____
City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.

City of Spokane Business License No:

By: _____

Title: _____

Approved: _____
Robert S. Williams, Fire Chief

Approved by:

City Council President
Council Resolution No. _____

Attachments which are a
Part of this Agreement:

Appendix A	Medical Emergencies
Appendix B	Patient Care Transfer Procedures
Appendix C	Rates
Appendix D	HIPAA Business Associate Requirements

APPENDIX "A"

MEDICAL EMERGENCIES

1. Cardiac or respiratory arrest
2. Near drowning
3. Chest pain – suspected as cardiac in nature
4. Difficulty breathing
5. Any reported cardiac patient in distress
6. Burns covering a major portion of the body, especially the head and face.
7. All electrical burns
8. Diabetic emergencies:
 - Insulin shock
 - Diabetic coma
9. Overdose or accidental poisoning
10. Unconscious patients
11. Any patient with an altered level of consciousness
12. Cerebral vascular accident (CVA) stroke
13. Imminent or immediately post childbirth, including miscarriages or complications relating to pregnancy or labor.
14. Shootings
15. Stabbing
16. Cuts or lacerations with significant blood loss
17. Seizures
18. Any severe orthopedic emergency (spinal injuries, pelvic fracture, multiple fractures, etc.)
19. Heat exhaustion or heat stroke
20. Serious internal emergencies such as:

- Vomiting blood
- Serious hemorrhaging
- Extremely ill

21. Possible deceased persons

22. Auto accidents described as:

- Auto/auto
- Auto/pedestrian
- Auto/bicycle
- Auto/motorcycle
- Motorcycle/motorcycle
- Serious in nature (roll-over, person trapped, vehicle on fire, etc)

23. Any other trauma or medical emergency where morbidity or mortality may be increased if not cared for by rapid response and BLS/ALS on-scene care.

AMR may respond to requests for ambulance service from licensed skilled nursing facilities, licensed physician offices, and/or medical clinics (as defined by State law) without contacting CCC for the listed medical emergencies under the following circumstances:

- A. AMR verifies the patient is receiving adequate BLS and, if necessary, ALS care by staff on-scene;
- B. AMR reasonably believes the services of the Fire Department will not be required;
- C. AMR can immediately respond a paramedic staffed ambulance to the request;
- D. The AMR ambulance can arrive at the location of the incident within the response times specified by the Agreement; and
- E. AMR maintains a log of all calls dispatched this way.

APPENDIX B

PATIENT CARE TRANSFER PROCEDURES INCIDENT COMMAND SYSTEM

IT SHALL BE THE RESPONSIBILITY OF ALL PARTIES TO COOPERATE AND ASSIST IN MEETING THESE TREATMENT AND TRANSPORTATION REQUIREMENTS.

1. MEDICAL CONTROL AT THE SCENE

- A. City Personnel on Scene First. Upon arrival on the scene of a medical emergency where patient care is being provided by Fire Department personnel, the ambulance crew shall seek out the officer or paramedic in command of the incident for assignment. Fire Department personnel remain in charge of patient care until it is specifically relinquished to the ambulance personnel.
- B. Ambulance Crew on Scene First. Where AMR has arrived first on the scene of a medical emergency, the officer in charge of the subsequently arriving Fire Department unit will seek out the ambulance attendant in charge for a report on the condition of the patient, and any treatment that may have been provided. Following this transfer of information, the Fire Department officer will assume general management of the incident, such as traffic control, etc. On incidents where AMR believes that the Fire Department does not need to continue to respond, AMR will advise the Fire Department units of the situation found and leave the determination of continued response to the fire officer.
- C. Order of Authority. As between the parties to this Agreement, patient care at an incident is subject to the following ascending order of authority. The Fire Department representative is the Incident Commander.
 - 1) EMT (first arriving, City or private)
 - 2) Paramedic (first arriving, City or private)
 - 3) Physician
 - 4) ALS Supervising Physician

2. PATIENT TRANSFER. All loading of patients into the ambulance shall be under the direction of ambulance company personnel. In all circumstances, the ambulance crew will make every effort to bring the stretcher to the patient rather than bringing the patient to the stretcher. At the time the patient is placed into the ambulance, AMR assumes responsibility for patient care, except that Advance Life Support patient care shall remain the responsibility of the Advance Life Support personnel providing the patient care.

Should the patient's condition or the number of patients necessitate more than AMR's personnel in the patient compartment to appropriately treat the patient(s), AMR and the Fire Department shall mutually determine if the Fire Department can provide additional personnel to assist with patient care en-route to the hospital.

If requested, AMR shall provide transport back to the SFD employee's original Fire Station when he/ she accompanies a patient during transport (ride-in).

3. SELECTION OF HOSPITAL. Procedures for transporting patients to hospitals shall be as established by the Office of the Medical Program Director of Spokane County and/or Regional Patient Care procedures.

APPENDIX C
INITIAL RATE SCHEDULE

Item	Amount charged (08-09 Agreement year)
BLS Emergency Rate	\$695
ALS – 1 Emergency Rate	\$695
ALS – 2 Rate	\$695
Mileage Rate (per mile)	20.99
Oxygen Rate	52.49
Base Rate + Nurse Line	$\$695 + \$130 = \$825.74$
Base Rate + Non-Emergency Response Time Reduction from 20 to 15 minutes	$\$695 + \$139.88 = \$834.82$
Base Rate + Nurse Line + Non-Emergency Response Time Reduction from 20 to 15 minutes	$\$695 + \$130 + \$139.88 = \$964.88$

*

APPENDIX D
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE REQUIREMENTS

1. DEFINITIONS.

- A. Business Associate. “Business Associate” shall mean the individual / firm who is the party with whom the City of Spokane has entered into this Agreement . Business associate means both parties in this Agreement.
- B. Covered Entity. “Covered Entity” shall mean CITY OF SPOKANE and American Medical Response.
- C. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- E. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.
- G. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

- A. The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- B. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.
- C. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of the Agreement.

- D. The Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement.
- E. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through the Agreement to the Business Associate with respect to such information.
- F. The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- G. The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
- H. The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
- I. The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with the agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

NOT APPLICABLE

4. GENERAL USE AND DISCLOSURE PROVISIONS. Except as otherwise limited in the Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity.

5. SPECIFIC USE AND DISCLOSURE PROVISIONS.

- A. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in the Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

6. OBLIGATIONS OF COVERED ENTITY.

NOT APPLICABLE

7. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS.

NOT APPLICABLE

8. PERMISSIBLE REQUEST BY COVERED ENTITY. The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would be permissible under the Privacy Rule if done by the Covered Entity.

9. TERM AND TERMINATION.

- A. Term. The term of this addendum shall be effective as of the Agreement is effective, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with this addendum.
- B. Termination for Cause. Except as provided in the Agreement, upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity shall either:
- 1) provide an opportunity for the Business Associate to cure the breach, or end the violation and terminate this addendum and the Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - 2) immediately terminate this addendum and the Agreement if the Business Associate has breached a material term of this addendum and cure is not possible; or
 - 3) if neither termination or cure are feasible, the Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.
- 1) Except as provided in paragraph 2) below, upon termination of this addendum, for any reason, the Business Associate shall return or destroy all Protected Health Information from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that the Business Associate determines that returning or destroying Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

10. MISCELLANEOUS.

- A. Regulatory References. A reference in this addendum to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. The parties agree to take such action as is necessary to amend this addendum from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- C. Survival. The respective rights and obligations of the Business Associate under this addendum shall survive the termination of the Agreement.
- D. Interpretation. Any ambiguity in this addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Rule.



March 13, 2015

To: City Council
From: Scott Simmons, Lead – Ambulance Negotiations Team
Subject: New 2015 Ambulance Service Agreement

The purpose of this memo is to provide an overview of the proposed new Ambulance Service Agreement that will be discussed at the briefing session on Thursday, March 19th. Staff recommendation is that a new five (5) year agreement, with one five (5) year renewal (at the City's option), be submitted to Council for consideration and approval with American Medical Response (AMR) beginning June 1, 2015.

We wanted to get this information to you in advance of the study session so you have time to review the information before next Thursday.

Background:

The City went through a bid process for a new Ambulance Service Agreement since the previous agreement expired. One bid was received from AMR. The bid was reviewed by a bid evaluation committee who determined that the response met the requirements of the RFB. Council member Stratton was a part of that evaluation committee.

Staff has been negotiating the proposed agreement over several months. The attached draft agreement shows the proposed changes (using the previous ambulance contract as the base document). A document showing each proposed change is also attached. An overview of the changes to the contract is provided below.

City Council Requests for Inclusion in RFB:

In an April 18, 2014 letter, Council President Stuckart requested the items below be included in the Ambulance RFB. These provisions were included and AMR's bid did respond. The first two items are included in the draft contract. The second two items were not included in the draft contract and are discussed below.

1. SFD be reimbursed for disposable EMS supplies.
 2. Contractor returns all SFD personnel to station after ride in to hospital.
 3. Two scenarios for ALS/BLS response times.
 - 10 min ALS/ 20 min BLS
 - 10 min ALS/ 15 min BLS
 4. Provide 8:30 Ambulance ALS response to Eagle Ridge and Five Mile areas.
- BLS Response time – the proposed change of response times reducing from 20 minutes down to 15 minutes, was not recommended for two reasons:
 1. The cost associated with the proposed change = +\$139.88 added to the new call rate.
 2. The ARU agreement and SAFER Grant that allows ARU coverage seven days per week which will provide for increased availability of larger apparatus for more critical calls thus reducing the necessity for changing this response time level.
 - Adding an ambulance to Geographic areas, SW Spokane and Fire Mile, to have an 8 min 30 second response time – proposed change was not recommended for similar reasons:
 1. There would be an additional cost added to the ambulance rates of +\$68.03 for each location (SW Spokane = + \$68.03 to call rate and Five Mile = + \$68.03 to call rate).
 2. The SAFER Grant that allows for adding SW Spokane service should reduce the need for adding an ambulance to the area. The funding of road improvement from the Indian Trail area to Five

Mile will significantly improve response time to the Prairie and should reduce the need for adding an ambulance to the area.

Recommendations of Fire Service Task Team for inclusion in new Ambulance Contract:

The Fire Service Task Team report presented to the Mayor in August of 2013 included several recommendations (listed below) that potentially impacted the Ambulance Contract and should be considered for inclusion in the Ambulance RFB.

Fire Task Team Recommendations:

- E-2 Consider implementation of a Nurse Line. (Included language)
- E-10 Expand Community Partnerships to improve outcomes and reduce costs. (Included language)
- E-11 Work with Ambulance Company towards utilization of the same CAD system. (Not included)
- E-12 Work with Ambulance Company to place one of their dispatchers in CCC. (Not included)

- E-13 Include provision that allows city to buy equipment through ambulance company contracts. (Included language)
- E-14 Include language in RFB that would provide for Medical Supply replenishment. (Included language)
- G-2 Use Traffic Pre-emption devices to allow emergency vehicles to help improve “code” responses. (Included language)

All but the second (E-10) and last item (G-2 - which is outside the control of an Ambulance Company) were included in the RFB and all of the recommendations were discussed during contract negotiations. Items E-11 and E-12 are not recommended for inclusion in the draft contract due to cost of implementation and limited value returned to the system and citizens. E-11 would add \$14.52 and E-12 would add \$78.25 to the cost of each call. The remaining items are included in draft agreement in some form. With regards to item E-2 (Nurse Line) a provision is included in the draft agreement that provides for an opportunity for the parties to evaluate the feasibility of AMR providing those services. A section regarding Pre-emption devices (item G-2) was added should the City find it advantageous to allow AMR to be on the system at their own expense.

2015 Draft Ambulance Agreement Concepts - Overview:

The basis for this agreement was the previous agreement that was in place for the last five years. The majority of the provisions within the previous agreement remain. There are a number of changes to the agreement as detailed in the attached document.

The following are the primary concepts of the agreement:

- 5 year agreement with one 5 year renewal option at City discretion. Same as previous agreement.
- All ambulances must be staffed with two (2) personnel, one of whom must be a paramedic.
- Response Time Performance
 - For ALS calls – 10 minutes – 90% of time
 - For BLS calls – 20 minutes – 90% of time
- Liquidated Damages – same as previous agreement. Damages imposed as in the past, when response time provisions are not met.
- Agreement Maintenance Fee – AMR will pay the City \$25,000/month adjusted for CPI after the 1st year.
- Rates:
 - In past Agreements there was a difference in cost of an ALS Rate and a BLS rate. In this Agreement, AMR bid the same cost for both rates. AMR has indicated that the primary cost to provide the service is no different based on the type of incident because the City requires all AMR ambulances to be staffed the same, with at least one (1) paramedic. This has become a standard in almost every contract where the jurisdiction has mandated that the level of care on every ambulance must be maintained with a paramedic.

Below is the AMR transport rate schedule for the agreement year beginning June 1, 2015. As a reminder, this rate already went in place effective November 1st 2015 with the extension of the past

agreement to cover the period until the new agreement takes effect. Rates can increase annually based on a Min-Max CPI range.

The new AMR rates are outline below. At these rates, Spokane’s citizens will continue to pay some of the lowest rates found for ambulance transport services for 9-1-1 calls in the Northwest.

AMR Proposed Rate Schedule:

Item	Old Rates	New Rates (15-16)
BLS Emergency Rate	\$435.03	\$695
ALS – 1 Emergency Rate	\$600.05	\$695
ALS – 2 rate	\$600.05	\$695
Mileage rate (per mile)	\$19.99	\$20.99
Oxygen rate	\$49.99	\$52.49

Other Comparable Ambulance Rates:

Ambulance Rates						
	ALS 1 Base Rate	ALS 2 Base Rate	BLS Base Rate	Mileage	Transport Provider	Comments
Spokane City Contract-Proposed	\$695.00	\$695.00	\$695.00	\$20.99	AMR	Blended Base Rate; Single provider contract
Spokane County Contract	\$795.00	\$795.00	\$795.00	\$18.54	AMR	Blended Base Rate; Single provider contract
Other Washington Rates:						
City of Vancouver, WA	\$1,069.88	\$1,069.88	\$1,069.88	\$14.06	AMR	Blended Base Rate; Single provider contract
Tacoma	\$1,577.79		\$996.62	\$23.20		Tacoma AMR Rate
Tacoma	\$1,037.55		\$489.55			Medic One
Tacoma	\$800.00	\$900.00	\$600.00			Tacoma Fire Department
Yakima	\$ 1,347.00		\$959.70			Advanced Life Systems
Other NW Rates:						
Clackamas County, OR	\$997.00	\$997.00	\$997.00	\$21.33	AMR	Blended Base Rate; Single provider contract
Washington County, OR	\$998.93	\$998.93	\$998.93	\$23.28	AMR	Blended Base Rate; Single provider contract
Multnomah County, OR	\$1,008.92	\$1,008.92	\$1,008.92	\$23.17	AMR	Blended Base Rate; Single provider contract
California Rates:						
Contra Costa, CA	\$1,957.19	\$1,957.19	\$813.29	\$45.00	AMR	Single provider contract
San Joaquin, CA	\$2,180.55	\$2,180.55	N/A	\$46.27	AMR	All ALS System, no BLS; single provider contract
Monterey, CA	\$2,327.84	\$2,327.84	N/A	\$50.21	AMR	All ALS System, no BLS; single provider contract

The table below outlines AMR's response to the RFB's additional requirements and Staff's recommendation of what is included in the draft agreement. Note that several items that were bid with an increased cost to the base bid are included in the draft agreement at no cost to the City through negotiations efforts of the Team.

AMR's Bid for additional requirements from RFB				
Proposed Starting Average Base Rate (ALS and BLS)		\$695.00		
Description of Expense	Details associated with Expense	Adjustment Needed to Base Rate	Included in Draft Agreement	Cost Increase to Base Rate
No-code 15 minute response time (vs 20-minutes)	1,513 additional calls subject to monetary penalties averaging \$160 per call	\$139.88		
Qualchan-Southwest Spokane dedicated unit	Dedicated ambulance 24/7	\$68.03		
Five Mile dedicated unit	Dedicated ambulance 24/7	\$68.03		
Incident Command (ICS) training through SFD @ 16 hours per employee	16 additional training hours per EE.	\$11.84		\$ 0
Fire responder medical supply reimbursement	Estimated \$5.50 per call reimbursed to SFD	\$60.74		\$ 0
Dedicated dispatcher at the Combined Communications Center (CCC)	2 FTE's, plus charges for space at CCC.	\$78.25		
New Computer-Aided Dispatch (CAD) system		\$14.52		
Electronic interface with AMR's MEDS electronic records and SFD's system		\$4.36		\$ 0
Gator System		\$9.87		\$ 0

- **Agreement Changes – More Significant Items:**

- Annual Rate Change – changed from flat CPI 12 month percentage to a Min-Max range of 2% to 5%. This has become commonplace in most AMR contracts in Washington & the NW and AMR requested this provision in the Spokane agreement. It has the same benefit to the City as the reasoning for the City using this method in labor agreements.
- FD Personnel Ride-In – Since the new rate structure is the same amount for BLS and ALS, the previous agreement provision of charging the lower rate when FD personnel ride in to the hospital is no longer practical.
- Agreement Maintenance Fee – As with previous agreement, the amount reset to \$25,000 per month based on the cost of services provided by the City that can be legally recovered.
- Vehicle Mileage Limit – Agreement allows an increase in allowable mileage from 175,000 to 250,000 as long as the vehicle is in a safe and acceptable condition to the City.
- Disposable supplies – AMR will supply SFD with Disposable supplies at no cost to the City.
- Equipment Purchasing – City will have access to AMR's nationwide purchasing contracts for better pricing.
- Electronic Patient Care Reporting – AMR will interface their system with City's at no cost to City.
- Patient Transfer – AMR will return FD personnel to station after ride-in if so desired.
- Inquiries/ Complaints – City will now have the right to interview AMR employees involved with incidents.

Below is a different summary of the disposition of the Items considered in the Ambulance Agreement negotiations:

<u>Disposition of Items Included in RFB/ Draft Ambulance Agreement</u>				
<u>City Council Requests</u>	AMR Bid	Recommended	Why Not?	Negotiated
	Cost/Call	In Draft		Contract Cost
SFD be reimbursed for disposable EMS supplies.	\$60.74	Yes		\$0.00
Contractor returns all SFD personnel to station after ride in to hospital.	\$0.00	Yes		\$0.00
Two scenarios for ALS/BLS response times.				
o 10 min ALS/ 20 min BLS	\$0.00	Yes		N/A
o 10 min ALS/ 15 min BLS	\$139.88	No	ARU's	
Provide 8:30 Ambulance ALS response to:				
o SW Spokane	\$68.03	No	SAFER - Station 5	
o 5 Mile Area	\$68.03	No	Barnes/Strong Rd	
<u>Fire Task Team Recommendations:</u>	AMR Bid	Recommended	Why Not?	Contract Cost
E-2 Consider implementation of a Nurse Line.	N/A	Yes		N/A
E-10 Expand Community Partnerships to improve outcomes and reduce costs.	\$0.00	Yes		
E-11 Work with Ambulance Company towards utilization of the same CAD system.	\$14.52	No	Current Operation Functional	
E-12 Work with Ambulance Company to place one of their dispatchers in CCC.	\$78.25	No	Not Cost Effective	
E-13 Include provision that allows city to buy equipment through ambulance company contracts.	\$0.00	Yes		\$0.00
E-14 Include language in RFB that would provide for Medical Supply replenishment.	\$60.74	Yes		\$0.00
G-2 Use Traffic Pre-emption devices to allow emergency vehicles to help improve "code" responses.	N/A	Yes		N/A
<u>Fire Department Recommendations:</u>				
Include Payor Mix	N/A	Yes		N/A
Coordinate ICS Training with FD	\$11.84	Yes		\$0.00
Customer Feedback more Frequently	N/A	Yes		N/A
Ability to Interview for Inquiries/ Complaints	N/A	Yes		N/A
Electronic Patient Care Reporting Interface	\$4.36	Yes		\$0.00

Summary:

The negotiation team believes that the draft agreement contains the majority of the recommendations of the Fire Task Team and the City Council. The items that were recommended and are not included, were due to cost per call increases that would be added to the new ambulance rate, beyond what the team felt were cost effective for our citizens.

We will await your direction to move this draft forward to the agenda for formal consideration.

If you have questions or require additional information, please feel free to contact me.

Summary Information for New Ambulance Contract

Agreement with American Medical Response Services, Inc. of Spokane 915 W. Sharp Spokane, WA 99201 to provide ambulance transport when requested by the Fire Department for a five year period commencing June 1, 2015, renewable for an additional five years.

Background:

The current Ambulance Transport agreement for 9-1-1 calls expired in 2013 and was re-bid. Previous new Ambulance Transport agreements have been for five years with a renewable five year option.

Below is a summary of new or modified provisions and the more essential provisions that will remain.

❖ Indicates new or significantly modified provisions for 2015 contract

• Indicates provisions in previous contract

Changed Provisions (existing and new) of Contract Include:

- Throughout document, changed the word ‘contract’ to ‘agreement’ for consistency.
- Agreement Term (Article I – Section 2) – New agreement will be for five years beginning on June 1, 2015 with a renewable five year period at the sole option of the City.
- ❖ Definitions (Article 1 – Section 3) – The following were added or modified
 - ❖ “All Inclusive Rate” – New Term Added to clarify the intent of the rate charged includes all costs for the transport except oxygen and mileage.
 - “ALS Rate” – Deleted the words ‘to the patient’ because all charges are not made to the patient. They could be made to the insurance company, Medicare, Medicaid, etc.
 - “BLS Rate” - Deleted the words ‘to the patient’ because all charges are not made to the patient. They could be made to the insurance company, Medicare, Medicaid, etc.
 - “Contract Administrator” – Deleted the words ‘EMS Division Chief’ and added ‘designated EMS administrator’. This is because there are different titles of positions within the Fire Department that could be assigned the responsibility.
 - “Patient” – Added wording to clarify the person who is receiving ambulance transport. This change is necessary for clarification due to possible new EMS Legislation regarding Community Paramedicine.
 - “Response Time” – New Term Added to define the wording used within the contract.
- Coverage Plan (Article II – Section 1) – Clarified that plan must be provided prior to June 1st. Deleted two sentences regarding changes to the plan because the plan is performance based and the coverage plan is the responsibility of AMR to achieve contract performance.
- ❖ Patient Care (Article II – Section 4B) – Added ‘Cardiac and Stroke Destination’ as additional State protocols that must be followed.
- Response Readiness (Article II – Section 5) – Added ‘and when’ to better clarify the section intent.
- ❖ Special Events Planning and Operations (Article II – Section 6) – Deleted the wording regarding what AMR can charge for special event coverage requested by third parties. It does not appear that the City should be involved with regulating rates outside of calls for 9-1-1 service.
- Disaster (Article II – Section 7) – Modified existing language from SWAT to ‘extended law enforcement operations’, since terminology is changing at the Police Department.

- Response Times Requirements (Article II – Section 1) – Add language to clarify that response time calculations are not modified by ambulance diversions.
- Response Time Standards (Article II – Section 11):
 - 11A - Code Requests – Added the word ‘code’ to better clarify the section.
 - 11B - No Code Requests – Added the work ‘no code’ to better clarify the section.
 - 11C – Modified definition of Code responses to include ‘Charlie’ calls.
 - 11D – Added clarification that when an AMR unit ‘stages at an incident’ it is considered On Scene.
- No Code Requests (Article II – Section 11) – Modified language to remove Charlie calls from no code response category.
- ❖ Non-Traditional Health Care (Article II – New Section 13) – Added new section reflecting changes that are occurring in Health Care and the need to work collaboratively to identify and participate in programs that enhance overall health care delivery and better manage costs for citizens and health care providers.
- ❖ Nurse Line (Article II – New Section 13A) – Added new section regarding the evaluation of AMR providing Nurse Lines services that were recommended by the Fire Task Team.
- ❖ Initial Rate/ CPI Increases (Article III – Section 1) – Added wording that would establish min-max range for CPI increases. Range is from a minimum of 1.5% to a maximum of 3.5%. Min-Max ranges are used in most ambulance contracts in the State of WA and NW.
- Rate Listing (Article III – Section 2) – Modified date of AMR filing rates to June to coincide with new contract period.
- Review of Billing and Charges (Article III – Section 6) – Added wording to clarify that AMR must keep records for a period of time as required by federal and state law.
- Prohibited Charges (Article III – Section 8B) – Modified wording to add clarity to section.
- ❖ Prohibited Charges-ALS rate (Article III – Section 8 Old C) – Removed section related to not ALS rate when FD Paramedic rides to hospital. Since base rates are the same, there is no difference in cost to be reduced therefore past practice would no longer occur.
- ❖ Prohibited Charges-ALS rate (Article III – Section 8 Old D) – Removed section related to not ALS rate when FD Paramedic rides to hospital. Since base rates are the same, there is no difference in cost to be reduced therefore past practice would no longer occur.
- ❖ Billing, Collections and Reporting (Article III – Section 9A) – Added language that requires AMR to have a pre-billing employee in their Spokane office to help minimize any potential contractual billing requirement errors that could occur at their regional billing location.
- ❖ Billing, Collections and Reporting (Article III – Section 9B) – Added language that requires AMR to provide Payor Mix information to the City annually.
- ❖ Agreement Maintenance (Article III – Section 11) – Establishes amount at \$25,000 per month (\$300,000) annually. Would increase by CPI amount using same Min-Max provision.
- ❖ Agreement Maintenance (Article III – Section 11A, E, F, G, H) – Modified working to update the services that are the basis of the agreement maintenance fee.

- ❖ ALS Ride-in Cost Recovery Program (Article III – Section 13) – Remove section. Was supposed to be removed from last contract as it was no longer relevant.
- Contacts for Responsibility (Article IV – Section 3B) - Changed title of AMR’s designated representative.
- ❖ Minimum Supervisory Staffing (Article V – New Section 4) – Added new section requiring AMR to have a Supervisor on duty 24-7-365.
- Dispatcher Certification (Article V – Section 5) – Added wording to clarify the type of certification allowed.
- Uniforms (Article V – Section 7) – Added wording to clarify uniform appearance and identity.
- AMR Labor Actions (Article V – Section 9) – Added wording to identity when plan is to be submitted.
- Incident Command System (Article V – Section 10) – Added wording to clarify that AMR will work with the City on ICS training.
- ❖ Vehicle Age Limit (Article VI–Section 4) – Changed wording to allow mileage to go up to 250,000 miles as long as the vehicle is not more than 5 years of age and in acceptable condition.
- Automatic Vehicle Locator (Article VII – Section 7) – Added wording to clarify that AVL must communicate with City system.
- ❖ Pre-Emption Equipment (Article VII– New Section 8) – Added language that will allow the evaluation of AMR using Opticom to help with response times to incident and hospitals.
- ❖ Disposable Supplies (Article VII– New Section 9) – Added new language requiring AMR to supply SFD disposable supplies at no cost to the City.
- ❖ Disposable Supplies (Article VII– New Section 10) – Added new language allowing City to purchase durable medical equipment through AMR’s nationwide purchasing contracts.
- Two Way Communications (Article VII – Section 6) – Deleted wording to reflect new radio system.
- ❖ Electronic Patient Care Records (EPCR) (Article VII– New Section 10) – Added new language requiring AMR to interface their EPCR system to the SFD’s system at no cost to the City.
- Inquiries and Complaints (Article VIII – Section 3) – Added wording to clarify the process and the City’s right to interview involved AMR employees.
- Patient Surveys (Article VIII – Section 8) – Changed timing of summaries from quarterly to monthly.
- ❖ Disputes (Article IX– Section 3) – Changed old legal language to new legal language per Legal Dept.
- ❖ Termination (Article X – Section 1) – Removed language from Note section in old agreement that indicated the City was considering participation in countywide ambulance bid process. Does not preclude the city from joining a County-wide contract if it so desired.
- ❖ Material Default - Definition (Article X – Section 3) – Added word ‘suspension’ and changed the word ‘certification’ to ‘license’.

- Savings (Article XI Section 2) – Added the word ‘Severability’ to the section title.
- Waiver (Article XI– Section 3) – Added the word ‘allowed’ to clarify intent.
- ❖ Ambulance Crew on Scene First (Appendix B – Section 1B) – Added language that allows AMR, when they have arrived on the scene first, to let SFD responding units know that they can cancel their response if SFD so desires.
- ❖ Patient Transfer (Appendix B – Section 1B) – Added language that requires AMR to provide transport of and SFD employee who rode in on a call, back to their station if SFD so desires.

Rate Information:

In past Agreements there was a difference in cost of an ALS Rate and a BLS rate. In this Agreement, AMR bid the same cost for both rates. This is because the cost for AMR to provide the service is no different based on the type of incident because the City requires all AMR ambulances to be staffed the same, with at least one (1) paramedic. This has become a standard in almost every contract where the jurisdiction has mandated that the level of care on every ambulance must be maintained with a paramedic.

Below is the AMR transport rate schedule for the agreement year beginning June 1, 2015. As a reminder, this rate already went in place with the extension of the past agreement to cover the period until the new agreement takes effect.

The new AMR rates are extremely competitive. At these rates, Spokane’s citizens will continue to pay some of the lowest rates found for ambulance transport services for 9-1-1 calls in the Northwest.

Rate Schedule

<u>Item</u>	<u>New Rates (15-16)</u>
BLS Emergency Rate	\$695
ALS – 1 Emergency Rate	\$695
ALS – 2 rate	\$695
Mileage rate (per mile)	\$20.99
Oxygen rate	\$52.49

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

04/27/2015

<u>Date Rec'd</u>	4/22/2015
<u>Clerk's File #</u>	OPR 2015-0367
<u>Renews #</u>	

<u>Submitting Dept</u>	GRANTS MGMT & FINANCIAL ASST	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JENNIFER 625-6091	<u>Project #</u>	
<u>Contact E-Mail</u>	JSTAPLETON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Report Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0680-AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) GRANT APPLICATION		

Agenda Wording

Acceptance to apply for AED Grant Application through Seattle-King County Department of Health(King County, WA). Estimated application is \$20,000.

Summary (Background)

Spokane Police Officers are certified in CPR and the use of AED's through the American Heart Association. Each Officer experiences several different scenarios in training where an AED and/or CPR may be applied until Medics can arrive. In 2014, SPD received the same grant and trained all officers to use the AED's in a state effort to increase the amount of "saves" in each county. Request to apply for funds in 2015 to increase AED's in patrol cars and train on the equipment.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 20000	#	1620-Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WILLIAMS, LAURA	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

**Briefing Paper
City of Spokane
Spokane Police Department
Automatic External Defibrillator Grant Application
April 27, 2015**

Subject

Grant application for Automatic External Defibrillator's

Background

The Spokane Police Department takes great pride in not only protecting members in our community but also saving them when needed. As First Responders who are constantly mobile in patrol cars we have the opportunity to help friends/families/loved ones at a moments notice. When seconds count, Patrol Officers who are embedded in our neighborhoods are often seconds away.

All Spokane Police Officers are certified in CPR and the use of AED's through the American Heart Association. The issued units are self-explanatory with little to no liability. Each Officer experiences several different scenarios in training where an AED and/or CPR may be applied until Medics can arrive.

Current AED's for SPD= 30 total with nearly 20 in patrol cars

Applications:

2 AED applications within the last 5 years

5 Officers have performed CPR within the last year, with several saves.

Goals

With more AED's issued to Patrol Officers, the Officers would be able to assist the community members with a quicker, more efficient response.

Logistics

-Each unit costs around \$1000.00. Increasing the ability to be used on both adults and pediatrics.

According to the American Heart Association:

88 % of Cardiac Arrests occur inside the home.

70% of the community feel helpless and are not CPR trained

Action

Approval to apply for grant funding for AED purchase

Funding

Grant Funding

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

04/27/2015

<u>Date Rec'd</u>	4/21/2015
<u>Clerk's File #</u>	OPR 2015-0368
<u>Renews #</u>	

<u>Submitting Dept</u>	GRANTS MGMT & FINANCIAL ASST	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JENNIFER 625-6091	<u>Project #</u>	
<u>Contact E-Mail</u>	JSTAPLETON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Report Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0680-BULLET PROOF VEST GRANT-2015		

Agenda Wording

To submit application for the Bullet Proof Vest Partnership (DOJ, 2015). SPD typically purchase a yearly amount of bullet proof vests and asks for reimbursement from the DOJ.

Summary (Background)

The Spokane Police Department would like to submit a request for funding for BVP FY2015. An application must be submitted by Wednesday May 13, 2015. The Bulletproof Vest Partnership was created by the Bullet Proof Vest Partnership Grant Act of 1998 to provide a critical resource to state and law enforcement to purchase body armor. Funding will be 50% General Fund/50% DOJ Funds. We are applying for reimbursement in the amount of \$30,000.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 30000	#	0680
Revenue	\$ 30000	#	1620
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WILLIAMS, LAURA	<u>Study Session</u>	4/20/15-PSC
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	slynds	
<u>Additional Approvals</u>		ewade	
<u>Purchasing</u>		mmartinez	

**Briefing Paper
City of Spokane
Spokane Police Department
Department of Justice (DOJ) BVP FY2015
Finance Committee - April 8, 2015**

Subject

Application Bulletproof Vest Partnership – BVP FY2015

Background

The Spokane Police Department would to submit a request for funding for BVP FY2015. An application must be submitted by Wednesday May 13, 2015. The Bulletproof Vest Partnership was created by the Bullet Proof Vest Partnership Grant Act of 1998 to provide a critical resource to state and law enforcement to purchase body armor. 2010 saw a dramatic increase in officer deaths with fifty nine of the one hundred sixty officers killed that year shot during violent encounters. The increase in officer deaths resulted in the “mandatory wear” policy for all agencies participating in the BVP program.

Spokane Police has a written “mandatory wear” policy that offers guidelines for proper use of body armor – Policy # 1024. The department has a 5 year body armor rotation/replacement program in place; 70 vests are purchased each year at a cost of \$815.00 per vest.

Action

Approval to apply for BVP FY 2015.

Funding

50% Department of Justice grant funds.

50% General Fund

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

04/27/2015

<u>Date Rec'd</u>	4/14/2015
<u>Clerk's File #</u>	CPR 1981-0122
<u>Renews #</u>	

<u>Submitting Dept</u>	MAYOR	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KATIE ROSS 625-6716	<u>Project #</u>	
<u>Contact E-Mail</u>	KROSS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Boards and Commissions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0520 APPOINTMENT OF ANN SHARLEY TO THE HISTORIC LANDMARKS		

Agenda Wording

Appointment of Ann Sharley to the Historic Landmarks Commission to fill a current vacancy expiring on 12/31/15.

Summary (Background)

Appointment of Ann Sharley to the Historic Landmarks Commission to fill a current vacancy expiring on 12/31/15.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		bcote@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mduvall@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

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

04/27/2015

Date Rec'd

4/15/2015

Clerk's File #

CPR 1992-0059

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

KATIE ROSS 625.6716

Project #Contact E-Mail

KROSS@SPOKANECITY.ORG

Bid #Agenda Item Type

Boards and Commissions

Requisition #Agenda Item Name

0520 APPOINTMENT OF AMANDA MANSFIELD TO THE BICYCLE ADVISORY

Agenda Wording

Appointment of Amanda Mansfield to the Bicycle Advisory Board for the term of May 2015 to April 2018.

Summary (Background)

Appointment of Amanda Mansfield to the Bicycle Advisory Board for the term of May 2015 to April 2018.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

bblankenagel@spokanecity.org

Additional ApprovalsPurchasing

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

04/28/2014

<u>Date Rec'd</u>	4/16/2014
<u>Clerk's File #</u>	RES 2014-0049
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	MIKE ALLEN & 625-6261 STEVE SALVATORI
<u>Contact E-Mail</u>	MALLEN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION

Agenda Wording

A resolution requesting the Spokane County Auditor to hold a special election on November 4, 2014 in conjunction with the scheduled general election to submit to the voters of the City of Spokane two advisory vote propositions regarding the working

Summary (Background)

Section 5 of the Spokane City Charter created the position of Council President, who is elected city-wide, and six positions of Council Members, who are elected by council districts, the seven positions making up the legislative body of the City of Spokane. Section 5 of the Spokane City Charter also created the position of Mayor as the elected executive officer of the City. Section 24 Q of the City Charter states that among the Mayor's duties as the mayor is "The duty to hold no employment other

<u>Fiscal Impact</u>		<u>Budget Account</u>
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	CODDINGTON, BRIAN	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

The agenda wording would be:

A resolution requesting the Spokane County Auditor to hold a special election on November 4, 2014 in conjunction with the scheduled general election to submit to the voters of the City of Spokane two advisory vote propositions regarding the working status and compensation for the positions of council president and council members.

The agenda background would be:

Section 5 of the Spokane City Charter created the position of Council President, who is elected city-wide, and six positions of Council Members, who are elected by council districts, the seven positions making up the legislative body of the City of Spokane. Section 5 of the Spokane City Charter also created the position of Mayor as the elected executive officer of the City. Section 24 Q of the City Charter states that among the Mayor's duties as the mayor is "The duty to hold no employment other than that of the City." Section 7 A. of the City Charter provides that the minimum salary of the Mayor shall be an amount equal to the salary of the highest paid city employee, other than the city administrator as provided in Section 24 of the Charter. Section 7 B of the City Charter states that "The salaries of the council president and council members shall be established by ordinance adopted by the city council or pursuant to state law and may be increased or decreased from time to time." The City Council adopted chapter 2.05 SMC, pursuant to RCW 35.21.015, to create the Salary Review Commission that would establish the base salaries of the Council President and the Council Members. There are no provisions of the City Charter that prohibits the Council President or the Council Members from holding employment other than that of an elected official or requires the Council President and Council Members to work a specific number of hours as an elected official other than the requirement to avoid missing a specific number of consecutive council meetings. The Spokane City Council seeks to obtain the advice of the voters of the City of Spokane on whether the positions of the Council President and Council Members should be considered full time positions, as opposed to its current implied part-time status, with compensation that reflects full time status. This resolution calls for the Spokane County Auditor to place the two advisory vote propositions on the November 4, 2014 ballot.

RESOLUTION NO. 2014-0049

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON NOVEMBER 4, 2014 IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTIONS TO SUBMIT TO THE VOTERS OF THE CITY OF SPOKANE TWO ADVISORY VOTE PROPOSITIONS REGARDING THE WORKING STATUS AND COMPENSATION FOR THE POSITIONS OF COUNCIL PRESIDENT AND COUNCIL MEMBERS.

WHEREAS, Section 5 of the Spokane City Charter created the position of Council President, who is elected city-wide, and six positions of Council Members, who are elected by council districts, the seven positions making up the legislative body of the City of Spokane; and

WHEREAS, Section 5 of the Spokane City Charter created the position of Mayor as the elected executive officer of the City' and

WHEREAS, Section 24 Q of the City Charter states that among the Mayor's duties as the mayor is "The duty to hold no employment other than that of the City;" and

WHEREAS, Section 7 A. of the City Charter provides that the minimum salary of the mayor shall be an amount equal to the salary of the highest paid city employee, other than the city administrator as provided in Section 24 of the Charter; and

WHEREAS, Section 7 B of the City Charter states that "The salaries of the council president and council members shall be established by ordinance adopted by the city council or pursuant to state law and may be increased or decreased from time to time;" and

WHEREAS, the City Council adopted chapter 2.05 SMC, pursuant to RCW 35.21.015, to create the Salary Review Commission that would establish the base salaries of the Council President and the Council Members; and

WHEREAS, there are no provisions of the City Charter the prohibits the Council President or the Council Members from holding employment other than that of an elected official or requires the Council President and Council Members to work a specific number of hours as an elected official other than the requirement to avoid missing a specific number of consecutive council meetings; and

WHEREAS, the Spokane City Council seeks to obtain the advice of the voters of the City of Spokane on whether the positions of the Council President and Council Members should be considered full time positions, as opposed to its current implied part-time status, with compensation that reflects full time status; and

WHEREAS, RCW 29A.04.330 requires the City to transmit to the Spokane County Auditor by August 5, 2014 a resolution calling for a special election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to section 84 of the City Charter, that:

1) the Spokane County Auditor is hereby requested, pursuant to RCW 29A.04.330, to hold a special election on November 4, 2014, in conjunction with the scheduled general election, for the purpose of submitting to the voters of the City of Spokane two advisory vote proposition, as set forth below, regarding the whether the Office of Spokane City Council President should be considered a full time position, as opposed to its implied part time status, with compensation that reflects full time status;

PROPOSITION NO. 1

CITY OF SPOKANE

**ADVISORY VOTE REGARDING WORKING STATUS AND COMPENSATION
FOR COUNCIL PRESIDENT**

The Spokane City Council approved Resolution No. 2014-0049, authorizing a ballot proposition for an advisory vote regarding whether the office of Spokane City Council President should be considered a full time position, as opposed to its current implied part time status, with compensation that reflects full time status.

Should the office of Spokane City Council President be considered a full time position, as opposed to its current implied part time status, with compensation that reflects full time status?

Yes ☐
No ☐

PROPOSITION NO. 2

CITY OF SPOKANE

**ADVISORY VOTE REGARDING WORKING STATUS AND COMPENSATION
CITY COUNCIL MEMBERS**

The Spokane City Council approved Resolution No. 2014-0049, authorizing a ballot proposition for an advisory vote regarding whether the six Spokane City Council positions should be considered full time positions (as opposed to their current implied part time status), with compensation that reflects full time status.

Should the six Spokane City Council positions be considered full time positions, as opposed to their current implied part time status, with compensation that reflects the full time status?

Yes ☐
No ☐

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 5, 2014.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

04/27/2015

Date Rec'd

4/7/2015

Clerk's File #

RES 2015-0042

Renews #Submitting Dept

WASTEWATER MANAGEMENT

Contact Name/Phone

DALE ARNOLD 625-7900

Contact E-Mail

DARNOLD@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

4320 SOLE SOURCE RESOLUTION WITH CASNE ENGINEERING

Cross Ref #Project #Bid #Requisition #Agenda Wording

Sole Source Resolution with Casne Engineering for the completion of the RPWRF plant-wide Supervisory Control and Data Acquisition (SCADA) system replacement and associated Process Instrumentation and Control System (PICS) programming.

Summary (Background)

The SCADA system is used to monitor and control all aspects of the plant operation. It is vitally important not only to the operation of the plant and compliance with our NPDES permit, but also to the safety of our personnel. The computer servers and associated hardware and software have all gone beyond their end-of-life and need to be upgraded. The cost is for \$96,500 with an additional 10% management reserve without public bidding.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

ARNOLD, DALE

Study SessionDivision Director

ROMERO, RICK

Other

PW 4-13-15

Finance

SALSTROM, JOHN

Distribution ListLegal

SCHOEDEL, ELIZABETH

kbustos@spokanecity.org

For the Mayor

SANDERS, THERESA

Tax & Licenses

Additional Approvals

hbarnhart@spokanecity.org

Purchasing

WAHL, CONNIE

lhendron@spokanecity.org

mlesesne@spokanecity.org

kbrooks@spokanecity.org

cwahl@spokanecity.org

BRIEFING PAPER
Public Works Committee
Wastewater Management
April 13, 2015

Subject

Contract and Sole Source Resolution with Casne Engineering (Spokane, WA) for completion of the Riverside Park Water Reclamation Facility (RPWRF) plant-wide Supervisory Control and Data Acquisition (SCADA) system replacement and associated Process Instrumentation and Control System (PICS) programming.

Background

The RPWRF SCADA system is used to monitor and control all aspects of the plant operation. It is vitally important not only to the operation of the plant and compliance with our Ecology Waste Discharge Permit (NPDES permit), but also to the safety of the people working there. The computer servers and associated hardware and software have all gone beyond their end-of-life and need to be upgraded.

Casne Engineering has been working on this project for approximately eighteen months as a sub-consultant to CH2M Hill Engineers. During the final portions of the programming phase, an unexpected change by Microsoft to its **VBA** program rendered automatic conversion of the SCADA screens inoperable. Consequently, all 313 screens have to be converted manually.

RPWRF proposes to retain Casne for \$96,500 to complete this work. Changing SCADA conversion firms at this stage would, at best, add significant time and cost to the project and, at worst, could lead to inconsistent, unreliable operation of the SCADA system.

Impact

This contract allows RPWRF to complete this critical project by the end of 2015, including testing and implementation. This will help ensure RPWRF continues operating as efficiently as possible toward complying with its NPDES Permit.

Action

Recommend approval

Funding

Funding for this project is provided within the Wastewater Management Department budget and is derived from Sewer utility rates.

Sole Source RESOLUTION NO. 2015-0042

A resolution declaring Casne Engineering the sole source for the completion of the Riverside Park Water Reclamation Facility (RPWRF) plant-wide Supervisory Control and Data Acquisition (SCADA) system upgrade and associated Process Instrumentation and Control System (PICS) Programming.

WHEREAS, RPWRF receives, treats and discharges to the Spokane River, all sewage from the City of Spokane and portions of the surrounding area; and

WHEREAS, all RPWRF treatment processes need to be closely monitored and controlled 24 hours a day from a centralized location within the plant to remain in compliance with environmental regulations and the Waste Discharge Permit issued by the Washington State Department of Ecology; and

WHEREAS, that monitoring and control capability is provided by the plant-wide SCADA system and associated PICS programming; and

WHEREAS, the existing SCADA system has reached its end-of-life and needs hardware/infrastructure upgrading to ensure continued operation; and

WHEREAS, that upgrading has been underway for approximately eighteen (18) months, with the work being performed by Casne Engineering as a subconsultant under CH2M Hill Engineers; and

WHEREAS, the City's new Next Level of Treatment (NLT) Phase One contract with CH2M Hill Engineers, executed in March of 2015, does not include this SCADA upgrade scope; and

WHEREAS, Casne Engineering has been the engineering firm performing the actual work on this project and is fully cognizant of all of the related RPWRF Plant Standards; and

WHEREAS, the additional cost of completion is estimated to be \$96,500, which is above the 2015 qualifications based selection threshold of \$50,000 for Architectural and Engineering services; -- Now, therefore,

BE IT RESOLVED by the city council of the City of Spokane that it hereby declares Casne Engineering as the sole source for the completion of the RPWRF SCADA plant-wide upgrade and authorizes a contract to be executed with Casne Engineering for \$96,500 plus 10% management reserve without public bidding.

ADOPTED BY THE CITY COUNCIL ON: _____

City Clerk

Approved as to form:

Assistant City Attorney

City of Spokane
CONSULTANT AGREEMENT

Title: **Completion of the SCADA Upgrade Project
at RPWRF**

This Agreement is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and **CASNE ENGINEERING, INC.**, whose address is 12730 Mirabeau Parkway, Suite #300, Spokane Valley, Washington 99216, as ("Consultant").

Recitals:

WHEREAS, the purpose of this contract is to update and replace the SCADA software at the Riverside Park Water Reclamation Facility (RPWRF); and

WHEREAS, RPWRF receives, treats and discharges to the Spokane River, all sewage from the City of Spokane and portions of the surrounding area; and

WHEREAS, all RPWRF treatment processes in the plant need to be closely monitored and controlled 24 hours a day from a centralized location within the plant to remain in compliance with environmental regulations and the its Waste Discharge Permit issued by the Washington State Department of Ecology; and

WHEREAS, that monitoring and control capability is provided by the plant-wide SCADA system and associated PICS programming; and

WHEREAS, the existing SCADA system has reached its end-of-life expectancy and is needs of hardware/infrastructure upgrading to ensure continued operation; and

WHEREAS, that upgrading has been underway in process for approximately 18 months, with the work being performed by Casne Engineering as a sub-consultant under CH2M Hill Engineers; and

WHEREAS, the City's new Next Level of Treatment Phase One (NLT Phase I) Contract with CH2M Hill Engineers, executed in March of 2015, does not include this SCADA upgrade scope; and

WHEREAS, Casne Engineering has been the engineering firm performing the actual work on this project and is fully cognizant of all of the related RPWRF Plant Standards related to this project; and

WHEREAS, the Consultant was selected via a Sole Source determination as the Consultant offers the only option for updating and replacing of the SCADA software at the Riverside Park Water Reclamation Facility (RPWRF),

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins when fully executed by all parties, and ends December 31, 2015, when work is completed and accepted by the City, unless amended by written agreement or terminated earlier under termination provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Attachment A, entitled STATEMENT OF WORK - SPOKANE RIVERSIDE PARK WATER RECLAMATION FACILITY by Casne Engineering, Inc., which is attached to and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

The Consultant will be reimbursed on a Cost Plus Fixed Fee (CPFF) basis, as delineated in Consultant's Attachment A, and further described CPFF arrangement in Attachment B. Total compensation under this Agreement shall not exceed NINETY SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$96,500.00) unless modified by a written amendment to this Agreement.

5. GUARANTEED PAY TO SMALL SUBCONSULTANTS.

Regardless of City Payment, every Consultant of any tier shall pay their Small Subconsultants (defined below) no less than every 30 days, as partial payment for work completed to-date. Small Consultants (as defined below) acting as a prime are exempt from this requirement. The Consultant may withhold only the portion of amounts due for work in dispute. The Consultant shall ensure the Small Subconsultant has sufficient support for proper invoice preparation and submittal.

6. REIMBURSABLES

If the Agreement specified reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are

SCADA Upgrade Project at RPWRF

being billed at the Federal Per Diem daily meal rate”, and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
Bruce Brurud RIVERSIDE PARK WATER RECLAMATION FACILITY 4401 North A.L. White Parkway Spokane, WA 99205
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):

SCADA Upgrade Project at RPWRF

- Invoice Date and Invoice Number
- City Project Manager Name: **Bruce Brurud**
(Please do not put PM's name in the address portion of the invoice)
- Contract Title: Continuation of **SCADA Upgrade Project at RPWRF**
- Period covered by the invoice
- Task # and title
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per task
- Itemization of direct, non-salary costs (per task, if so allocated)
- The following Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup):
 - o Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - o Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per task and for the total project

8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Bruce Brurud - Manager RIVERSIDE PARK WATER RECLAMATION FACILITY 4401 North A.L. White Parkway Spokane, WA 99205	David F. Webber - Engineering Manager Casne Engineering, Inc. 12730 Mirabeau Parkway, Suite #300, Spokane Valley, Washington 99216

10. SOCIAL EQUITY REQUIREMENTS.

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant.

11. INDEMNIFICATION.

The Consultant releases and shall defend, indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of the Consultant's performance or nonperformance of the services to be provided under this Agreement attributable to the acts or omissions, willful misconduct, or breach of this Agreement by the Consultant, subconsultants, its servants, agents, officers or employees. The Consultant's obligations shall not be eliminated or reduced by any alleged negligence on the part of the City. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract price reflects this negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

12. INSURANCE.

During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than **\$1,500,000** each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the Agency, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than **\$1,000,000** each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least 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 sixty (60) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided. The Contractor shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such

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inspection and audit shall occur in Spokane County, Washington, or other reasonable locations that the Agency selects. The Consultant shall supply or permit the Agency to copy such books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE (SMC 1.04).

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City

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under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04. The Consultant shall advise their Consultant Workers.

- D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

23. TERMINATION.

- A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil

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- commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
 - D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
 - E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
 - F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

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- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

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Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are a part of this Agreement:

Attachment A - entitled STATEMENT OF WORK - SPOKANE RIVERSIDE PARK WATER RECLAMATION FACILITY by Casne Engineering, Inc.

Attachment B – Cost Plus Fixed Fee (CPFF) arrangement

15-496a

ATTACHMENT A - STATEMENT OF WORK

SPOKANE RIVERSIDE PARK WATER RECLAMATION FACILITY

Casne Engineering, Inc.

GENERAL:

Date Modified: March 12, 2015

Project Title: SCADA Replacement

BACKGROUND:

Project

This work is a continuation of the PE&OMS project originally administered by CH2M HILL. Early on in the SCADA Replacement Project, additional effort was expended on the tasks including: server specification, weekly coordination meetings, network switch coordination and difficulties with the conversion of the SCADA screens from iFIX 5.0 to 5.8. These unanticipated tasks resulted in us reaching our budget authorization limit before the project was completed.

The purpose of this Statement of Work is to provide an Estimate to Complete for the project as requested by the City.

OBJECTIVE:

The objective is to support the City as required regarding their Process Instrumentation and Control System (PICS).

ASSUMPTIONS:

The assumptions for this Work are as follows:

1. Work associated with the SCADA system upgrade (Sub Work Task 2.1) are as follows:
 - 1.1. Installation of new hardware in their final locations will be performed by City staff.
 - 1.2. The City will provide a space and utilities suitable for setting up the new SCADA system hardware to allow the system to be configured and pre-tested prior to final installation.
 - 1.3. Following the screen conversions by CH2M HILL, the City will provide labor to correct a known issue with the VBA code in Version 5.8 on all SCADA screens. We estimate this will require 80-120 hours of effort.
 - 1.4. The City will purchase and configure the hardware for all twenty four (24) operator workstations.
 - 1.5. Casne will configure the SCADA software for all twenty four (24) operator workstations.

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SCOPE:

Services for Casne Engineering, Inc. to complete the SCADA Replacement Project.

WORK TASKS:

The following tasks are to be accomplished beginning in April, 2015 to achieve the objective of this contract.

WORK TASK 2 (.02): Large Tasks

Work Task 2.1: SCADA System Update

Provide PICS support for the update/replacement of the following SCADA system components:

- iFIX HMI Software Updates
 - iHistorian Software Updates
 - iFIX Client Software Updates (24 total)
-
1. Project Management
 2. SCADA Servers 1, 2 and 3 iFIX Software Setup and Configuration
 - 2.1. Optimize/Test iFIX database tag communications to test PLC
 - 2.2. Configure and test redundancy/failover system functions
 - 2.3. Convert screens to version 5.8
 - 2.4. Back up iFIX configuration files
 - 2.5. Save system image
 - 2.6. Document setup and configuration procedures
 3. iHistorian Servers 1 and 2 Software Setup and Configuration
 - 3.1. Configure and test redundancy/failover system functions
 - 3.2. Back up iHistorian configuration files
 - 3.3. Save system image
 - 3.4. Document setup and configuration procedures
 4. iFIX Client Software Setup and Configuration – 24 workstations
 - 4.1. Install latest version of iFIX client software
 - 4.2. Install RPWRF SCADA applications software
 - 4.3. Test client communications to SCADA servers
 - 4.4. Test iFIX users and security roles
 - 4.5. Install latest WIN911 software on one client
 - 4.6. Install RPWRF WIN911 applications configuration on one client
 - 4.7. Test WIN911 communications to SCADA servers
 - 4.8. Configure and test redundancy/failover system functions
 - 4.9. Back up iFIX configuration files
 - 4.10. Back up WIN911 configuration files
 - 4.11. Save system image
 - 4.12. Document setup and configuration procedures

SCADA Upgrade Project at RPWRF

5. Cisco SCADA Switch Installation – 10 Switches
 - 5.1. Coordinate with City personnel on the installation of switches
 - 5.2. Configure and test redundancy and failover functions with SCADA servers
6. System Commissioning
 - 6.1. Assist City staff during switchover between existing and new SCADA hardware
 - 6.2. System documentation
7. Follow-up Services
 - 7.1. Services, as requested by the City, in support of the SCADA system after installation.

SCHEDULE & DELIVERABLES

SPOKANE RIVERSIDE PARK WATER RECLAMATION FACILITY

Casne Engineering, Inc.

GENERAL:

Date Modified: March 12, 2015

Project Title: SCADA Replacement

SCHEDULE:

Performance period for this project is as follows:

1. Entire project: April 1, 2015 through December 31, 2015.

DELIVERABLES:

Provide information for review by the City for the above PICS services and incorporate review comments before final deliverable. Upon completion of the above tasks the following deliverables are to be provided to the Project Manager at the schedule time/date indicated. These are as follows:

WORK TASK 2 (.02): Large Tasks

Sub Work Task 2.1: SCADA System Update

1. Software backups in electronic format on DVD.
2. System setup and configuration procedure documents prepared for each upgrade task.
3. Technical memoranda and drawings created or modified in association with the SCADA upgrade tasks.

Activities for all tasks will be summarized in monthly progress reports only during months in which work is performed.

COMPENSATION SCHEDULE

SPOKANE RIVERSIDE PARK WATER RECLAMATION FACILITY

Casne Engineering, Inc.

GENERAL:

Date Modified: March 12, 2015

Project Title: SCADA Replacement

COMPENSATION:

Casne Engineering, Inc. will provide the services detailed in Attachment A on a Cost Plus Fixed Fee (CPFF) basis.

		Direct Salary Cost	Overhead			Fixed Fee	
	Work Task	Per Approved DSC Rates	165.48%		Expenses	28.50%	Task Total
	SCADA Replacement						
	2.02	\$31,536.84	\$52,187.16		\$3,788.00	\$8,988.00	\$96,500.00
			Not to Exceed Amount				\$96,500.00

ATTACHMENT B
PAYMENT
(COST PLUS FIXED FEE)

The Consultant shall be paid by the Agency for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. ACTUAL COSTS. Payment for all consulting services for this Project shall be on the basis of the Consultant's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Cost. The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this Agreement. The Consultant shall maintain support data to verify the direct salary costs billed to the Agency.
2. Overhead Costs. Overhead costs are those costs other than direct costs which are included as such on the books of the Consultant in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this Agreement under "Overhead Progress Payment Rate". Total overhead payment shall be based on the method shown in the heading of the Agreement. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the Agreement, the Agency agrees to reimburse the Consultant for overhead at the percentage rate shown. This rate shall not change during the period of the Agreement.
 - b. Actual Cost: If this method is indicated in the heading of the Agreement, the Agency agrees to reimburse the Consultant at the actual overhead rate verified by audit, up to the Maximum Total Amount Payable authorized under this Agreement, when accumulated with all other Actual Costs.

A summary of the Consultant's cost estimate and the overhead computation is shown in the attached Attachment A. When an Actual Cost method, or the Actual Cost Not To Exceed method is used, the Consultant (prime and all subconsultants) will submit to the Agency within three (3) months after the end of each firm's fiscal year, an overhead schedule in the format required by the Agency (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime Consultant or any of its subconsultants shall cause the Agency to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The Agency may perform an audit of the Consultant's books and records at any time during regular business hours to determine the actual overhead rate, if it so desires.

3. Direct Nonsalary Cost. Direct nonsalary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Subconsultant costs may include a Sub-Consultant Oversight markup of four percent (4%).
 - b. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.
 - c. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.
 - d. The Consultant shall maintain the original supporting documents in its office.
 - e. All of the above charges must be necessary for the services provided under this Agreement.
4. Fixed Fee. The fixed fee, which represents the Consultant's profit, is shown in the heading of this Agreement under Fixed Fee. The amount does not include any additional fixed fee which could be authorized from the Management Reserve Fund. This fee is based on the scope of work defined in this Agreement and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the Consultant, the supplemental Agreement may include provision for the added costs and an appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the Consultant and reported in the monthly progress reports accompanying the invoices. Any portion of the fixed fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX, Termination of Agreement.
5. Management Reserve Fund. The Agency may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Consultant for additional work beyond that already defined in this Agreement. The amount included for the Management Reserve Fund is shown in the heading of this Agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, Extra Work.
6. Maximum Total Amount Payable. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown

in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, which includes the Fixed Fee and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.

- B. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of actual costs plus the calculated overhead and fee on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by an itemized listing for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.
- C. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the Agency within ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

- D. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	RES 2015-0043
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	AMBER WALDREF 625-6269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 2016 BUDGET PRIORITIES RESOLUTION

Agenda Wording

A resolution adopting budget priorities to help guide the City Administration in developing and presenting the FY 2016 budget

Summary (Background)

The Spokane City Council asks the City Administration to prepare a budget which recognizes revenue growth and urges the City Administration to prudently develop next year's budget with the following conditions: • To the extent authorized by law, include a 1% property tax increase to support city capital needs; • Make no more cuts to positions unless such cuts can be clearly tied to improved service delivery to the citizens;

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	April 16
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Theresa Sanders	
<u>For the Mayor</u>	SANDERS, THERESA*	Tim Dunivant	
<u>Additional Approvals</u>		Gavin Cooley	
<u>Purchasing</u>			

RESOLUTION NO. 2015-0043

A resolution regarding 2016 Budget Priorities.

WHEREAS, the City Council should adopt budget priorities to help guide the City Administration in developing and presenting the FY 2015 budget; and

WHEREAS, as Spokane emerges from the recession with a growing economy, the City Council considers FY 2016 a year to make smart investments in infrastructure and public safety that will improve community safety, connectivity and livability; and

WHEREAS, the City Council recognizes that, as the economic recovery continues, we must prioritize our budgeting and maintain essential services, such as police and fire, while investing strategically in economic & community development opportunities that will grow our local economy & future tax base; and

WHEREAS, the City Council would like to prioritize funding in these areas (see details in attached document):

- to improve community safety;
- to support sustainable, targeted growth and economic opportunity;
- to maintain and improve the City's infrastructure;
- to improve the health, quality and character of our community; and

WHEREAS, the City Council supports sustainable budgeting principles such as not using one-time dollars for on-going expenses, as adopted by Council in 2011 in Resolution No. 2011-0030; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council asks the City Administration to prepare a budget which recognizes revenue growth and urges the City Administration to prudently develop next year's budget with the following conditions:

- To the extent authorized by law, include a 1% property tax increase to support police and fire capital needs;
- Make no more cuts to positions unless such cuts can be clearly tied to improved service delivery to the citizens;

BE IT FURTHER RESOLVED that the City Council requests the City Administration to review the attached statement of budget priorities and implement these items, and make other budget adjustments as necessary to increase level and quality of service, promote efficiency, and improve performance of city operations and service delivery.

Passed this _____ day of April, 2015.

City Clerk

Approved as to form:

Assistant City Attorney

City of Spokane 2016 Budget Priorities

1. Public Safety – Improving community safety

- Continue implementation of precincts as part of community-oriented policing with input from Council and public regarding placement and deployment of resources.
- Continue participation and joint funding of Spokane County Regional Criminal Justice Commission; while ensuring balanced community participation.
- Sustain COPS program funding at 2015 level.
- Implement operational and budget strategies to reduce overtime costs in police and fire.
- Ensure a training budget for new Police Ombudsman and Police Ombudsman Commission.
- Develop a strategy for sustainable funding for twelve (12) new firefighter positions; I.E., such as setting aside reserves for out years after SAFER grant expires, or other dedicated revenue options.
- Explore new state law allowing medicare/Medicaid emergency transport to create new funding stream for fire safety, including a portion ear-marked for training.

2. Jobs and Economic Growth – Supporting sustainable, targeted growth and economic opportunity

- Provide ongoing administrative support for the Northeast PDA and U District PDA.
- Approve additional development incentives for Downtown Spokane and other targeted growth areas, as well as focus planning efforts in these areas.
- Fund three (3) additional positions in planning to address critical issues such as downtown planning, updating codes and policies to support targeted investment, and long-range annexation planning.
- Set aside additional \$21,000 for planning in the newly-formed Shadle Park/Loma Vista neighborhood.
- Fund integrated projects in the East Sprague Targeted Investment Pilot area; sustain funding for staff support and provide data and performance measures to justify funding the next selected TIP area.
- Set aside at least \$50,000 for economic development work in our key business Centers and Corridors (same as 2015 budget).
- Ensure continued funding for compliance employees for Apprenticeship utilization requirements and other City regulations, as necessary.
- Support the development of a Port District in Spokane region.

3. Budget – Promoting fiscal health and budget accountability and transparency

- Work with administration and public to identify performance measures that link to Council's Budget Priorities and the City's Comprehensive Plan.
- Begin to set aside \$200,000 extra per year for Library funding; gradually increasing this amount by 2018 to ensure fiscal preparedness for when the current levy expires. Also, support the creation of a Library budget task force to assist in ensuring the long-range financial sustainability of the Library system.

4. Infrastructure -- Maintaining and improving public infrastructure in an affordable and integrated fashion

- Continue funding CSO implementation with goal of meeting 2017 permit deadline with no more than 2.9% utility rate increases.
- Dedicate resources within the Utilities budget to develop a strategic plan to eliminate unintended water loss in our City Water System.
- Include funding for signage & monuments honoring the Spokane Tribe in Spokane River stormwater/CSO projects.
- Budget for roof replacement at the South Side Library and new carpeting at the Downtown Library.
- Set aside a minimum of \$200,000 for City Hall Council Chambers upgrades.
- Prioritize capital funding for Cincinnati Street and South Hill Greenway construction.

5. Quality of Life – Engaging citizens and improving the health, quality and character of our community

- Maintain funding for the Arts at 2015 levels.
- Continue to fund Human Services (pure human service grant funding) in an increasing amount of \$50,000 per year (end goal of 1% of GF); \$100,000 over 2014 budget levels; \$50,000 over 2015 levels.
- Direct CHHS Board to set aside at least \$100,000/year in dedicated funding to maintain basic capital needs at the City's Community Centers.
- Dedicate \$85,000 toward homeless outreach coordination in the CHHS budget.

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	RES 2015-0044
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 RESOLUTION SUPPORTING THEZONE IN NORTHEAST SPOKANE

Agenda Wording

A resolution supporting efforts of TheZone in Northeast Spokane.

Summary (Background)

The City Council will support the on-going efforts of TheZone in Northeast Spokane as well as take a lead role in applying for a Promise Zone designation.

Fiscal Impact**Budget Account**

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

Approvals**Council Notifications**

<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA*		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2015-0044

A resolution regarding the City of Spokane's support for the continued development of TheZone project in Northeast Spokane.

Whereas, the City desires safe and thriving neighborhoods where all individuals can reach their potential; and

Whereas, the neighborhoods of Northeast Spokane are rich in many assets such as community-based organizations, businesses, schools, parks, churches and community centers; and

Whereas, the neighborhoods of Northeast Spokane are challenged by higher poverty rates and barriers like unemployment, homelessness, and lower graduation rates that can prevent individuals, especially youth, from reaching their full potential; and

Whereas, TheZone is a long-term, holistic, place-based, and multi-sector collaborative approach that supports transformational change in the neighborhoods of Northeast Spokane toward a self-sustaining and thriving community; and

Whereas, the City supports TheZone approach and will participate in planning and implementation of goals, in particular the goals in the focus areas where the city has existing infrastructure (i.e. Economic/Job Development, Housing, Safety, and Resident Engagement); and

Whereas, a Promise Zone is a U.S. Housing and Urban Development initiative to partner with and invest in communities to create jobs, leverage private investment, increase economic activity, expand educational opportunities, and reduce violent crime in high-poverty communities; and

Whereas, a Promise Zone designation would help the City of Spokane support the vision and goals of TheZone; now therefore

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE THAT the City Council will support the on-going efforts of TheZone in Northeast Spokane as well as take a lead role in applying for a Promise Zone designation.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	RES 2015-0046
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 RESOLUTION REGARDING A CHARTER AMENDMENT - MUNICIPAL COURT		

Agenda Wording

A resolution requesting the Spokane County Auditor to hold a special election on August 4, 2015

Summary (Background)

State law requires the City Council to submit a resolution to the Spokane County Elections Office to place a proposition on the ballot. This resolution provides for the submission of a ballot proposition on the August 4, 2015 primary election to amend Sections 5, 6, 7 and 8 of the City Charter to provide for the inclusion of the municipal court judges as elective officials of the City and the qualifications, salary and vacancy provisions for the municipal court judge.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Safety
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA*		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

in conjunction with the scheduled primary election to submit to the electors of the City of Spokane a proposition regarding amendments to Sections 5, 6, 7 and 8 of the Spokane City Charter and adopting a new Article XVII to the City Charter, all relating to municipal court and municipal court judges.

Summary (Background)

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

RESOLUTION NO. 2015 -0046

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON AUGUST 4, 2015 IN CONJUNCTION WITH THE SCHEDULED PRIMARY ELECTION TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO SECTIONS 5, 6, 7, and 8 OF THE SPOKANE CITY CHARTER AND ADOPTING A NEW ARTICLE XVII TO THE CITY CHARTER, ALL RELATING TO THE SPOKANE MUNICIPAL COURT AND MUNICIPAL COURT JUDGES

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure, in the same manner and with the same force and effect as provided in the article for submission on petition; and

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, Sections 5, 6, 7 and 8 of the City Charter relate to the elected officials of the City and the qualifications, salaries and vacancy provisions of those officials, as currently set forth in the Spokane Municipal Code; and

WHEREAS, the City established its own municipal court pursuant to state law, which commenced operation January 1, 2009, including the appointment of three municipal court judges, as currently set forth in the Spokane Municipal Code; and

WHEREAS, the proposed amendments to Sections 5, 6, 7 and 8 of the City Charter and adoption of a new Article XVII are appropriate and necessary to provide for 1) the inclusion of the municipal court judges as elective officials of the City, 2) the qualifications, salary and vacancy provisions for municipal court judges and 3) the establishment and jurisdictional authority for the municipal court; and

WHEREAS, pursuant to its authority set forth in Sections 84 and 125 of the City Charter, the City Council has determined that amendments to Sections 5, 6, 7 and 8 of the City Charter to provide for the inclusion of the municipal court judges as elective officials of the City and the qualifications, salary and vacancy provisions for the municipal court judges, and that the adoption of a new Article XVII relating to the establishment and jurisdictional authority of the municipal court should be submitted to the voters of the City for their adoption or rejection on the August 4, 2015 scheduled primary election.

WHEREAS, RCW 29A.04.330 requires the City to present a resolution to the Spokane County Auditor forty-six days prior to the election date a resolution calling for a special election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Sections 84 and 125 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to call a special municipal election to be held in conjunction with the scheduled primary election to be held on August 4, 2015 for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

CITY OF SPOKANE

PROPOSITION NO. 2

**AMENDMENT TO CITY CHARTER REGARDING THE SPOKANE
MUNICIPAL COURT**

This proposition will amend Sections 5, 6, 7 and 8 of the Spokane City Charter providing for the inclusion of the municipal court judges as elective officials of the City and the qualifications, salary and vacancy provisions for the municipal court judges, and will adopt a new Article XVII regarding the establishment and jurisdiction of the municipal court, all as set forth in Ordinance No. C- 35254.

Should this measure be enacted into law?

Yes ☐

No ☐

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than May 8, 2015.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

04/27/2015

<u>Date Rec'd</u>	4/21/2015
<u>Clerk's File #</u>	RES 2015-0047
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SHERYL 6224	<u>Project #</u>	
<u>Contact E-Mail</u>	SMCGRATH@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	RESOLUTION OPPOSING TPP AND TTIP TRADE AGREEMENTS		

Agenda Wording

A Resolution opposing the passage of any trade promotion legislation that would facilitate approval of the TPP and TTIP trade agreements.

Summary (Background)

The city of Spokane strongly supports international trade when fair rules of trade are in place and seeks to be an active participant in trading with other nations, and seeks to maximize the benefits and minimize any negative effects of international trade, therefore this resolution expresses opposition to the passage of any trade promotion legislation that would facilitate approval of the TPP and TTIP trade agreements.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	bstuckart@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	mfagan@spokanecity.org
<u>Additional Approvals</u>		mpiccolo@spokanecity.org
<u>Purchasing</u>		

RESOLUTION NO. 2015-0047

A Resolution opposing the passage of any trade promotion legislation that would facilitate approval of the TPP and TTIP trade agreements.

WHEREAS, the citizens of the city of Spokane strongly supports international trade when fair rules of trade are in place and seek to be an active participant in trading with other nations, and seek to maximize the benefits and minimize any negative effects of international trade; and

WHEREAS, existing trade agreements have effects that extend significantly beyond the bounds of traditional trade matters, such as tariffs and quotas, and can undermine Washington's regulatory authority and constitutionally guaranteed authority to protect the public health, safety, and welfare; and

WHEREAS, the Founders intended for Congress to set policy for our international trade agreements; and

WHEREAS, Congressional approval of Fast Track trade promotion legislation would effectively delegate congressional prerogatives to the United States Trade Representative and the President of the United States; and

WHEREAS, Congressional approval of Fast Track trade promotion legislation would sharply limit Congress' role in trade policy by forcing the Trans Pacific Partnership (TPP) and the Trans Atlantic trade and investment partnership (TTIP) trade agreement through on a quick up or down vote, with no amendments; and

WHEREAS, Congressional approval of Fast Track trade promotion authority would grant the President of the United States the power to sign the TPP and TTIP trade agreements before Congress has an opportunity to vote on it; and

WHEREAS, the investment chapter of the TPP and TTIP trade agreements would allow foreign companies to sue the United States for money damages of unlimited size in compensation for compliance with legislation, administrative rules, or court decisions of the State of Washington; and

WHEREAS, that the adoption by the State of Washington of a nondiscriminatory law or administrative rule to serve a public purpose would constitute a violation of the TPP and TTIP investment chapters if the change in the legal environment thwarts the foreign investors' previous expectations of profit; and

WHEREAS, the TPP and TTIP investment chapters provide greater substantive and procedural rights to foreign companies than United States companies enjoy under the United States Constitution; and

WHEREAS, a succession of federal trade negotiators from both political parties over the years have failed to operate in a transparent manner and have failed to meaningfully consult with the state on the far-reaching effect of trade agreements on state and local laws, even when obligating the state to comply with the terms of these agreements; and

WHEREAS, Article II, section 2 of the United States Constitution empowers the president of the United States "... by and with the Advice and Consent of the Senate, to make Treaties, provided two thirds of Senators present concur..."; and

WHEREAS, the trade promotion authority implemented by the United States congress and the president of the United States with regard to international trade and investment treaties and agreements entered into over the past several years, commonly known as fast-track negotiating authority, does not adequately provide for the constitutionally required review and approval of treaties; and

WHEREAS, the United States trade representative, at the direction of the president of the United States, is currently negotiating or planning to enter into negotiations for several multilateral trade and investment treaties, including the TPP and the TTIP partnerships; and

WHEREAS, proposals are under consideration to review these and future trade and investment agreements pursuant to a fast-track model; and

WHEREAS, the current process of consultation with states by the federal government on trade policy fails to provide a way for states to meaningfully participate in the development of trade policy, despite the fact that trade rules could undermine state sovereignty; and

WHEREAS, under current trade rules, states have not had channels for meaningful communication with the United States trade representative, as both the intergovernmental policy advisory committee on trade and the state point of contact system have proven insufficient to allow input from states, and states are not always considered to be a partner in government; and

WHEREAS, the president of the United States, the United States trade representative, and the Washington congressional delegation will have a role in shaping future trade policy legislation.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Spokane oppose: Any trade promotion legislation that would facilitate approval of the TPP and TTIP trade agreements; any future trade agreement that includes provisions for investor-state dispute resolution or that otherwise violates principles of federalism; and any future trade promotion legislation that violates the original intent of the Founders regarding the separation of powers and the authority of Congress to set international trade policy that future trade policy includes reforms to improve the

process of consultation between both the executive branch and congress and the federal government and the states, that the fast-track model of consultation and approval of international treaties and agreements be rejected with respect to pending agreements and agreements not yet under negotiation, and that the president of the United States, the United States congress and the United States trade representative seek a meaningful consultation system that provides transparency, promotes information sharing, allows for timely, frequent, and meaningful consultations, provides state-level trade data analysis, provides legal analysis for states on the effects of trade on state laws, increases public participation, allows congress to meet its constitutional requirements for treaty review and approval, and acknowledges and respects each state's sovereignty.

BE IT FURTHER RESOLVED that copies of this resolution be immediately transmitted to the Honorable Barack Obama, President of the United States, the United States Trade Representative, the President of the United States Senate, the Speaker of the House of Representatives, each member of Congress and the Senate from the State of Washington, each member the State Senate and Legislature from the 3rd and 6th Districts of the state of Washington, and each member of the Board of County Commissioners from Spokane County.

Passed by the City Council this ____ day of April, 2015.

City Clerk

Approved as to form:

Assistant City Attorney

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

03/09/2015

<u>Date Rec'd</u>	2/19/2015
<u>Clerk's File #</u>	ORD C35239
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN 625-6269 STUCKART/KAREN STRATTON
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 CHHS BOARD - VETERAN REPRESENTATIVE

Agenda Wording

An ordinance relating to the Community Housing and Human Services Board; amending SMC sections 4.34.030.

Summary (Background)

This ordinance will amend SMC 4.34.030 regarding membership to the Community Housing and Human Services Board to include the requirement that one member of the board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty military member based at Fairchild Air Force Base or a citizen of Spokane serving in the Washington National Guard or the Washington Air National Guard.

Fiscal Impact**Budget Account**

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

Approvals**Council Notifications**

<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PCED
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		

Additional Approvals

<u>Purchasing</u>		

ORDINANCE NO. C35239

An ordinance relating to the Community Housing and Human Services Board; amending SMC sections 4.34.030.

The City of Spokane does ordain:

Section 1. That SMC section 4.34.030 is amended to read as follows:

4.34.030 Membership

- A. The initial board membership shall be comprised of sixteen members; five current members from each of the human services advisory board, the community development board and the Spokane regional homeless governance council and one member from the community assembly. Members shall be nominated by the mayor and appointed by city council.
- B. Initial members will serve for the duration of the remainder of the term for the position on the board which they currently serve. As the terms of the initial members expire, board membership shall be reduced to twelve members. Subsequent appointees to the board shall serve three year terms and may be eligible for one three year term reappointment. The mayor shall nominate and the city council shall appoint all subsequent members. Initial members of the board will be eligible for subsequent appointment after their initial term has expired.
- C. In addition to the twelve positions, the board will include two voting representatives from the city council selected by city council and a voting elected official or policy level decision maker to represent Spokane County who shall be selected by the Spokane County commissioners then nominated by the mayor and appointed by city council, all of whom shall be appointed or reappointed to one year terms.
- D. Initial and subsequent members of the board and board committees shall include relevant representation in compliance with HUD and Washington state department of commerce requirements.
- E. The board shall serve without compensation.
- F. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of providing sound advice, representative of the citizenry. To achieve that purpose, it shall include residents from diverse neighborhoods within the City and County, with diverse professional backgrounds and citizens active in neighborhood or community affairs. Youth may also serve as members. At least one member of the board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty member, reservist, or guard member serving in the Inland Northwest.

((F))G. In addition to the areas listed above, all board members must have a passion for service and social justice.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
04/20/2015

Date Rec'd	4/6/2015
Clerk's File #	ORD C35249
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & DEVELOPMENT
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650 - ORDINANCE AMENDING ORDINANCE C28930

Agenda Wording

An ordinance amending C28930 vacating a portion of Montgomery Avenue from Maple Street to Northwest Boulevard.

Summary (Background)

City Council passed the vacation Ordinance on December 27, 1988. At that time an easement was retained for utilities across the entire vacated area. It has been determined that this easement is no longer needed for the entire full-width of the vacation area therefore this amendment reduces the easement to 35 feet in width, centered on the existing water main.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 4/20/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		sbishop@spokanecity.org	
<u>Purchasing</u>		ebrown@spokanecity.org	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35249

An ordinance amending C-28930 vacating Montgomery Avenue from Maple Street to Northwest Boulevard.

The City of Spokane does ordain:

Section 1. That Montgomery Avenue from Maple Street to Northwest Boulevard is hereby vacated. SE 1/4 S12 T25N R42E, W.M. Parcel Number not assigned.

Section 2. An easement is reserved and retained over and through ~~the entire vacated area~~, a strip of ground, 35 feet in width, centered on the existing water main, for City water, Avista, and Comcast, and no building or structure shall be erected or placed thereon without the prior written approval of the City Engineer.

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: 04/20/2015

Date Rec'd	4/8/2015
Clerk's File #	ORD C35251
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	KIM BUSTOS 6032
Contact E-Mail	KBUSTOS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5600-PETTY CASH ORDINANCE

Agenda Wording

Minor housekeeping changes to SMC 07.03.

Summary (Background)

The ordinance primarily represents housekeeping changes to repeal funds no longer needed, reduce funds that are not needed at the current level, or to ensure that department names and amounts are consistent with organizational changes that have occurred. Minor increases in petty cash for Fleet and Development Services Center.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance 03/02/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	jsalstrom@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbecker@spokanecity.org	
<u>Additional Approvals</u>		lbutz@spokanecity.org	
<u>Purchasing</u>			

BRIEFING PAPER
Finance Committee
Petty Cash Ordinance
March 02, 2015

Subject

Petty cash ordinance.

Background

The City has various imprest funds (also known as petty cash funds) for various purposes authorized in Chapter 07.03 of the SMC.

The attached list identifies all of the various funds currently authorized. The ordinance primarily represents housekeeping changes to repeal funds no longer needed, reduce funds that are not needed at the current level, or to ensure that department names and amounts are consistent with organizational changes that have occurred.

Impact

There is no impact to the City.

Action

Approval of the ordinance.

Funding

There is no impact to the City.

**Petty Cash Accounts per SMC 07.03
February 2015**

NAME	Cash/Bank	DEPT #	DEPT	GL CODE	SMC	DESCRIPTION	AUTHORIZED AMOUNT	PROPOSED AMOUNT	CHANGE	REASON
CITY CLERK	Cash	0230	City Clerk	11212	7.03.060	Notary/Doc Services	100.00	100.00	-	Housekeeping change
FIRE	Cash	1970	Fire	11214	7.03.090A	Change/Postage/Office Supplies	700.00	700.00	-	
FIRE ADVANCE TRAVEL FUNDS	Bank Account	1970	Fire	11310	7.03.300	Fire Travel Expenses	7,500.00	-	(7,500.00)	Repeal SMC 07.03.300; Move SMC authority to 07.03.090B
FIRE ADVANCE TRAVEL FUNDS	Bank Account	1970	Fire	11310	7.03.090B	Fire Travel Expenses	-	7,500.00	7,500.00	Repeal SMC 07.03.300; Move SMC authority to 07.03.090B
LEGAL	Bank Account	0500	Legal	11215	7.03.070	Filing Fees	1,000.00	1,000.00	-	
MUNICIPAL COURT	Cash	0560	Muni Court	11216	7.03.110	Court Cash Registers	700.00	700.00	-	
MUNICIPAL COURT- PARKING VIOLATIONS	Cash	0560	Muni Court	11217	7.03.112	Parking Violations Pay Station	300.00	300.00	-	
POLICE	Cash	0680	Police	11219	7.03.150A	Admin/Records Division	1,500.00	1,500.00	-	
POLICE ADVANCE TRAVEL FUNDS	Bank Account	0680	Police	11320	7.03.150B	Police Travel Expenses	-	15,000.00	15,000.00	Move \$15,000 budget authority from SMC 07.03.300
POLICE	Cash	0680	Police	11219	7.03.151	Police Investigations	25,000.00	25,000.00	-	
POLICE	Cash	0680	Police	11219	7.03.152	Investigative/Gang	5,000.00	5,000.00	-	
POLICE	Cash	0680	Police	11219	7.03.153	Police Records	2,000.00	2,000.00	-	
POLICE	Cash	0680	Police	11219	7.03.155	Patrol Anti-Crime Team (PACT)	1,500.00	1,500.00	-	
POLICE	Not funded	0680	Police	11219	7.03.156	Police Targeted Crimes	3,000.00	-	(3,000.00)	Repeal SMC 07.03.156
POLICE ADVANCE TRAVEL FUNDS	Bank Account	0680	Police	11320	7.03.300	Police Travel Expenses	15,000.00	-	(15,000.00)	Repeal SMC 07.03.300; Move \$15,000 SMC authority to 07.03.150B
ENGINEERING (PW)	Cash	5200	Public Works	11220	7.03.180	Change for Permit Fees	200.00	-	(200.00)	Repeal; Move SMC authority to 07.03.050
MY SPOKANE	Cash	0450	My Spokane	11223	7.03.190	My Spokane Cashier's Change Fund	4,000.00	4,000.00	-	Housekeeping change
ACCOUNTING	Cash	5600	Accounting	11231	7.03.200A	Petty Cash	1,000.00	1,000.00	-	Name change only
ACCOUNTING	Bank Account	5600	Accounting	11450	7.03.200B	NSF Processing	11,000.00	11,000.00	-	Name change only
ACCOUNTING ADVANCE TRAVEL	Cash	5600	Accounting	11231	7.03.200C	Advance Travel	7,000.00	7,000.00	-	Name change only
STREET FUND- TRAFFIC OPS	Cash	1100	Street	11213	7.03.162	Electronic replacement parts for Emerg. Repairs (	500.00	500.00	-	Name change only
LIBRARY ADVANCED TRAVEL FUNDS	Bank Account	1300	Library	11340	7.03.310	Library Travel Expenses	10,000.00	-	(10,000.00)	Repeal SMC 07.03.310; Move SMC authority to 07.03.100B
LIBRARY FUND	Cash	1300	Library	11221	7.03.100A	Small cash purchases & small misc payments	2,500.00	2,500.00	-	
LIBRARY FUND	Cash	1300	Library	11221	7.03.100A	Small cash purchases & small misc payments	500.00	500.00	-	
LIBRARY ADVANCED TRAVEL FUNDS	Bank Account	1300	Library	11340	7.03.100B	Library Travel Expenses	-	10,000.00	10,000.00	Repeal SMC 07.03.310; Move SMC authority to 07.03.100B
PARKS & REC FUND	Cash	1400	Parks	11226	7.03.120	Small Purchases, Change	2,500.00	2,500.00	-	
PARKS & REC FUND	Cash	1400	Parks	11226	7.03.122	RFP change, small purchases imprest	25,000.00	25,000.00	-	
PARKS & REC FUND	Cash	1400	Parks	11226	7.03.123	Aquatics change, small purchases	1,000.00	1,000.00	-	
FORFEITURES & CONTRIBUTIONS FUND	Bank Account	1560	Forfeiture	11230	7.03.154	Special Investigations	30,000.00	30,000.00	-	
COMMUNITY HOUSING & HUMAN SERVICES	Cash	1650	CD	11227	7.03.075	Minor Disbursements w/CD Block Grant	200.00	200.00	-	Name change only
WATER FUND	Cash	4100	Water	11229	7.03.230	Small cash purchases, miscellaneous payments	1,000.00	1,000.00	-	
SOLID WASTE COLLECTION	Cash	4490	SWD	11222	7.03.170A	Change for Disposal Facilities	20,000.00	9,000.00	(11,000.00)	Name change to SW DISPOSAL; Organization change
SOLID WASTE COLLECTION- MARIETTA	Cash	4490	SWD	11222	7.03.170B	Small purchases in SW Management Office	500.00	-	(500.00)	No longer needed
SOLID WASTE COLLECTION	Cash	4480	SWM	TBD	7.03.171		-	200.00	200.00	New SMC section
GOLF	Cash	4600	Golf	n/a	7.03.121	Golf Courses, City Hall change, small purchases	1,000.00	1,000.00	-	
DEVELOPMENT SERVICES CENTER	Cash	4700	Building/BDS	11211	7.03.050	Miscellaneous purchases	500.00	1,500.00	1,000.00	Repeal SMC 07.03.180; Move SMC authority to 07.03.050; name change; additional funds needed
FLEET SERVICES	Cash	5100	Fleet	11225	7.03.095	Small Cash purchases	400.00	1,000.00	600.00	Additional funds needed
RISK MANAGEMENT	Bank Account	5800	Risk	11228	7.03.134	Reimburse 3rd Party Claim Admin for liability claims	300,000.00	300,000.00	-	Name change only
Indicates a proposed change in the ordinance.							482,100.00	469,200.00	(12,900.00)	

ORDINANCE NO. C35251

An ordinance relating to imprest accounts, amending SMC sections 07.03.040, 07.03.050, 07.03.060, 07.03.075, 07.03.090, 07.03.095, 07.03.100, 07.03.134, 07.03.150, 07.03.162, 07.03.170, 07.03.190, and 07.03.200; repealing SMC sections 07.03.156, 07.03.180, 07.03.300, and 07.03.310; and adding a new section to be numbered 07.03.171.

The City of Spokane does ordain:

Section That SMC section 07.03.040 is amended to read as follows:

07.03.040 Rules and Regulations

- A. The ~~((mayor))~~ accounting director establishes in writing rules and regulations regarding disbursement, replenishment, accounting and use of imprest funds.
- B. The accounting director authorizes travel advances and adopts the rules and regulations for authorization, documentation, accounting and recovery of unspent advances, in accordance with state statutes and regulations.

Section That SMC section 07.03.050 is amended to read as follows:

07.03.050 ~~((Building Services Department))~~ Development Services Center

There is established in the building services department an imprest fund in an amount not to exceed one thousand five hundred dollars for the purpose of making change for permit fees and other small miscellaneous payments.

Section That SMC section 07.03.060 is amended to read as follows:

07.03.060 City Clerk

- ~~((A.))~~ There is established in the city clerk department an imprest fund in an amount not to exceed one hundred dollars to be used in making change for the payment of document copying services. No purchases will be made.

Section That SMC section 07.03.075 is amended to read as follows:

07.03.075 ~~((Community Development))~~ Community, Housing and Human Services Department

There is established in the (~~community development~~) community, housing and human services department an imprest fund in an amount not to exceed two hundred dollars for minor disbursements in connection with the community development block grant.

Section That SMC section 07.03.090 is amended to read as follows:

07.03.090 ((Fire)) Emergency Medical Services Department

- A. There is established in the (~~fire~~) emergency medical services (EMS) department an imprest fund in an amount not to exceed seven hundred dollars to be used for making change, for the payment of postage due on incoming mail, and for the purchase of small incidental office supplies in the ordinary course of operation.
- B. There is established in the emergency medical services department a travel expense cash advance fund in the amount of seven thousand five hundred dollars to be used for making cash advance payments for travel expenses of EMS officers and employees on official business. The fund is kept on deposit in a local bank.

Section That SMC section 07.03.095 is amended to read as follows:

07.03.095 Fleet Services Department

There is established in the fleet services department an imprest fund in an amount not to exceed (~~four hundred~~) one thousand dollars for use in purchasing vehicle licenses and making small cash purchases.

Section That SMC section 07.03.100 is amended to read as follows:

07.03.100 Library

- A. There is established in the Spokane public library an imprest fund in an amount not to exceed three thousand dollars for use in making change, small cash purchases and other small miscellaneous payments.
- B. There is established in the Spokane public Library a travel expense cash advance fund in the amount of ten thousand dollars to be used for making cash advance payments for travel expenses of Library officers and employees on official business. The fund is kept on deposit in a local bank. The Library Director is custodian of the fund.

Section That SMC section 07.03.134 is amended to read as follows:

07.03.134 ((~~Risk Management – Claims Administration~~)) Risk Management Department

There is established in the risk management department an imprest fund in an amount not to exceed three hundred thousand dollars. The fund shall be used to reimburse the City's third-party claim administrator for liability claims.

Section That SMC section 07.03.150 is amended to read as follows:

07.03.150 Police Department – Administration

- A. There is established in the police department an administration imprest fund in an amount not to exceed one thousand five hundred dollars.
- B. There is established in the police department a travel expense cash advance fund in the amount of fifteen thousand dollars to be used for making cash advance payments for travel expenses of police officers and employees on official business. The fund is kept on deposit in a local bank.

Section That SMC section 07.03.156 entitled "Police Targeted Crime Unit" is repealed.

Section That SMC section 07.03.162 is amended to read as follows:

07.03.162 ((~~Streets~~)) Street Department

- ((A.)) There is established in the street department, traffic operations section, an imprest fund in an amount not to exceed five hundred dollars to be used by the electronic service center, traffic control maintenance, and the signs and markers divisions for the purchase of electronic replacement parts for emergency repairs and for other minor purchases.

Section That SMC section 07.03.170 is amended to read as follows:

07.03.170 Solid Waste ((~~Management~~)) Disposal Department

- ((A.)) There is established in the solid waste ((~~fund~~)) disposal department an imprest fund for the use ((~~of employees of the solid waste management department~~)) in

making change ((in their dealings))with the public for the use of the disposal facilities. The fund is established in an amount not to exceed ((twenty)) nine thousand dollars.

~~((B. There is established in the solid waste fund an imprest fund in an amount not to exceed five hundred dollars for use in making small purchases in the course of official City business at the solid waste management office.))~~

Section That a new section be added to ch. 07.03 to be numbered SMC section 07.03.171 to read as follows

07.03.171 Solid Waste Collection Department

There is established in the solid waste collection department an imprest fund in an amount not to exceed two hundred dollars for use in making small purchases in the course of official City business at the solid waste collection office.

Section That SMC section 07.03.180 entitled "Engineering Services Department" is repealed.

Section That SMC section 07.03.190 is amended to read as follows:

07.03.190 My Spokane

~~((A.))~~ There is established in the My Spokane Office an imprest fund in an amount not to exceed four thousand dollars to be used as the cashier's change fund as part of their normal operations.

Section That SMC section 07.03.200 is amended to read as follows:

07.03.200 Accounting Department

- A. There is established in the accounting department an imprest cash fund in an amount not to exceed one thousand dollars for use in making small cash purchases and other small miscellaneous payments.
- B. There is established in the accounting department an imprest fund in an amount not to exceed eleven thousand dollars for use in the processing of nonsufficient funds checks returned to the City.

- C. There is established in the accounting department an imprest fund in an amount not to exceed seven thousand dollars to be used for advance payments of travel expenses for City officers and employees on official business (excluding Police/Fire).

Section That SMC section 07.03.300 entitled "Public Safety Advance Travel Expense Revolving Funds" is repealed.

Section That SMC section 07.03.310 entitled "Travel Expense Revolving Cash Advance Fund" is repealed.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

04/27/2015

<u>Date Rec'd</u>	4/14/2015
<u>Clerk's File #</u>	ORD C35252
<u>Renews #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES & CODE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	HEATHER 6854	<u>Project #</u>	
<u>Contact E-Mail</u>	HTRAUTMAN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0550 ORDINANCE REGARDING SHORT TERM RENTALS		

Agenda Wording

AN ORDINANCE REGULATING SHORT TERM RENTALS; AMENDING SMC 1.05.160, 17C.110, 17C.190, 17C.315, SECTION 10. ADOPTING NEW CHAPTER 17C.316 SMC

Summary (Background)

Establishing an ordinance to regulate rental of homes, rooms, apartments, condominium, manufactured homes, and Accessory Dwelling Units for less than 30 days in duration. This ordinance applies to such facilities when located in the Residential Single Family (RSF), Residential Two Family (RTF), Residential Multifamily (RMF), Residential High Density (RHD), Residential Agriculture (RA) and Residential Single Family Compact (RSFC) zones.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	4/16/15
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PCED 3/30/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	htrautman@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbecker@spokanecity.org	
<u>Additional Approvals</u>		jrichman@spokanecity.org	
<u>Purchasing</u>			

**Short Term Rentals
Alternative A
ORDINANCE NO. C35252**

AN ORDINANCE OF THE CITY OF SPOKANE RELATING TO REGULATION OF SHORT TERM RENTALS; AMENDING SMC 1.05.160, 17C.110, 17C.190, 17C.315, SECTION 10. ADOPTING NEW CHAPTER 17C.316 SMC; AND SETTING AN EFFECTIVE DATE.

WHEREAS, short term rentals (rentals of less than 30 days in duration) have occurred in residential zones, such a use is not currently permitted in the City of Spokane Municipal Code.

WHEREAS, The City of Spokane received zoning complaints associated with short term rentals in residential zones.

WHEREAS, the emergence of the “shared economy” and the access for such business is facilitated by the internet and such access is generating an increasing demand for this type of use, short term rental use is likely to increase.

WHEREAS, The proposed regulations are intended to allow for more efficient use of certain types of residential structures and provides an alternative form of lodging for visitors that prefer a residential setting.

WHEREAS, in order to create a balanced system of permitting and taxation for the providers of such services.

WHEREAS, the City Council hereby adopts the foregoing as its findings of fact justifying its adoption of this ordinance;

NOW THEREFORE, the proposed short term rental ordinance reads as follows:

The City of Spokane does ordain:

Section 1. That SMC Table 17C.110-2 is amended as follows:

Section 17C.110T.002 Table 17C.110-2 Residential Zone Housing Types Allowed

TABLE 17C.110-2 RESIDENTIAL ZONE HOUSING TYPES ALLOWED (Click here to view PDF)					
P – Permitted N – Not Permitted CU – Conditional Use review required	RA	RSF	RTF	RMF	RHD
Single-family Residence (detached)	P	P	P	P	P

Attached Single-family Residence [1]	P	P	P	P	P
Cottage Housing [1]	CU	CU	N	N	N
Transitional Housing [1]	P	P	P		
Zero Lot Line [1]	P	P	P	P	P
Accessory Dwelling Unit (ADU) [2]	P	P	P	P	P
Detached ADU [2]	P	P	P	P	P
Duplexes	N	N	P	P	P
Manufactured Home [3]	P	P	P	P	P
Mobile Home Parks [3]	CU	CU	N	N	N
Single Room Occupancy (SRO)	N	N	N	P	P
Group Living	See SMC 17C.330.100				
Multidwelling Structure	N	N	N	P	P
Short Term Rentals [4]	<u>P/CU</u>	<u>P/CU</u>	<u>P/CU</u>	<u>P/CU</u>	<u>P/CU</u>
Notes: [1] See SMC 17C.110.300 , Alternative Residential Development Standards. [2] See chapter 17C.300 SMC , Accessory Dwelling Units. [3] See chapter 17C.345 SMC , Manufactured Homes and Mobile Home Parks. [4] See chapter 17C.316 , Short Term Rentals					

Section 2. That SMC 17C.110.120 is amended as follows:

[Section 17C.110.120 Accessory Uses](#)

Accessory uses to a primary use are allowed if they comply with specific standards for the accessory uses and all development standards. See [chapter 17C.190 SMC](#), Use Category Descriptions. Accessory buildings such as garages are included in [SMC 17C.110.225](#). Accessory dwelling units, bed and breakfast facilities, short-term rentals, and home occupations have specific standards in [chapter 17C.300 SMC](#), [chapter 17C.315 SMC](#), and [chapter 17C.340 SMC](#), respectively.

Section 3. That SMC 17C.190.110 is amended as follows:

[Section 17C.190.110 Residential Household Living](#)

A. Characteristics.

Residential Household Living is characterized by the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month basis, or for a longer period. Uses where tenancy may be arranged for a shorter period are not

considered residential. They are considered to be a form of transient lodging (see the Retail Sales and Service and Community Service categories). Apartment complexes that have accessory services such as food service, dining rooms, and housekeeping are included as Residential Household Living. Single room occupancy housing (SROs) that does not have totally self-contained dwelling units is also included if at least two thirds of the units are rented on a monthly basis. SROs may have a common food preparation area, but meals are prepared individually by the residents. Residential structures occupied by persons with disabilities requiring reasonable accommodations pursuant to the federal or state law are included in the Residential Household Living category.

B. Accessory Uses.

Accessory uses commonly found are recreational activities, raising of pets, hobbies, and parking of the occupants' vehicles. Home occupations, accessory dwelling units, short-term rentals, and bed and breakfast facilities are accessory uses that are subject to additional development standards of the zoning code.

C. Examples.

Uses include single-family residences, duplexes, apartments, condominiums, retirement center apartments, manufactured housing and other structures with self-contained dwelling units. Examples also include living in SROs if the provisions are met regarding length of stay and separate meal preparation.

D. Exceptions.

1. Lodging in a dwelling unit or SRO where less than two-thirds of the units are rented on a monthly basis is considered a hotel or motel use and is classified in the Retail Sales and Service category.
2. SROs that contain programs that include common dining are classified as Group Living.
3. Guest houses that contain kitchen facilities are prohibited as accessory to Residential Household Living uses.
4. In certain situations, lodging where tenancy may be arranged for periods less than one month may be classified as a Community Service use, such as short-term housing or mass shelter.

Section 4. That there is adopted a new Chapter 17C.316 to read as follows:

Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in residential zones. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

Section 17C.316.020 Description and Definitions

- A. Description.** A short-term rental is where a residential dwelling unit or bedrooms in a residential unit are rented to overnight guests for fewer than 30 days. There are two types of short-term rentals:

1. Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are held. The Type A short term rental is an administrative permit.
2. Type B. A Type B short-term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures.

B. Definitions. For purposes of this chapter, the following words have the following meanings:

1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short-term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.
2. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.
3. Operator. The owner or a person or entity that is designated by the owner to manage the short-term rental.

Section 17C.316.030 Where These Regulations Apply

The regulations of this chapter apply to short-term rental in the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones. In zones where Retail Sales and Service uses are allowed, limited or conditional uses, short-term rentals may be regulated either as a Retail Sales and Service use or as hotel motel.

Section 17C.316.040 Type A Short-Term Rentals

A. Use-related regulations.

1. Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040 C below.
2. Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:
 - a. Single-Family Residence;
 - b. Attached house;
 - c. Duplex;
 - d. Apartments;
 - e. Condominiums; and
 - f. Accessory dwelling unit.

g. Manufactured Homes

B. Standards. The following standards apply to Type A short-term rentals. Adjustments are prohibited.

1. Accessory dwelling units. On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.
2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
 - a. Met the building code requirements for a sleeping room at the time it was created or converted;
 - b. Meets fire code requirements.
3. Number of overnight guests. The total number of adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom.
4. Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.
5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.
6. Parking. See Spokane Municipal Code Chapter 17C.230 Parking and Loading
7. Advertising. All advertisements for the short-term rental must list short-term rental permit number.

C. Type A Short Term Rental Permit. The owner of a Type A short-term rental must obtain a permit from the Planning and Development Services Department. The permit requires the owner to agree to abide by the requirements of this section, and document that the required notification requirements have been met:

1. Notification. The owner must:
 - a. Prepare a notification letter that:
 - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and

- ii. Includes information on how to contact the owner or operator by phone.
 - b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short term rental permit
2. Required information for permit. In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:
- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
 - b. A short-term rental application and permit fee established by [separate ordinance].
 - c. Proof of property insurance covering the property.
 - d. A copy of the owner's current City of Spokane business license.
 - e. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
 - f. A site plan.

D. Renewal of and Revoking a Type A Short-Term Rental Permit. A Type A short-term rental permit must be renewed per the procedures in chapter 4.04 SMC and can be revoked according to the procedures in chapter 4.04 SMC for failure to comply with the regulations of this chapter. In addition a permit may be revoked for activities on site including nuisance under Chapter 10.08 Offences Against Public Health Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise. For revocation of permit the owner or operator receives one warning of violation. In the case of non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in 1.05.160. When a Type A short-term rental permit has been revoked, a new Type A short-term rental permit will not be issued to the owner at that site for 2 years.

Section 17C.316.050 Type B Short-Term Rentals

A. Use-related regulations.

- 1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.
- 2. Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:

- a. Single Family Residence;
- b. Attached house;
- c. Duplex;
- d. Apartments;
- e. Condominiums; and
- f. Accessory dwelling unit.
- g. Manufactured Homes

B. Standards.

1. Maximum size. Maximum set through conditional use review.
2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
 - a. Met the building code requirements for a sleeping room at the time it was created or converted;
 - b. Meets fire code requirements.
3. Number of residents and overnight guests. The total number of residents and overnight guests occupying a dwelling unit with a Type B short-term rental may be limited as part of a conditional use approval.
4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the conditional use review. Hired service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited or monitored as part of a conditional use approval.
5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.
6. Commercial meetings.
 - a. Commercial meetings. Commercial meetings, as defined above, are regulated as follows:
 - i. In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.
 - b. Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.

- c. Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.
7. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits. Structural alterations may not be made that prevent the structure from being used as a residence in the future. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include installation of more than paving or required setbacks, and commercial-type exterior lighting.
8. Parking. See Spokane Municipal Code Chapter 17C.230 Parking and Loading.
9. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of Chapter 17C.240 Signs.

Section 17C.316.060 Monitoring

All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.

Section 17C.316.070 Pre-Established Bed and Breakfast Facilities

- A. Nonconforming Use.** Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under Chapter 17C.315 SMC, may continue to operate subject to the requirements and limitations in SMC 17C.315.160.A.
- B. Bed and Breakfasts with a Conditional Use Permit.** Bed and breakfast facilities operating under an approved conditional use permit may choose to operate under Chapter 17C.315 SMC or this Chapter.

Section 5. That there is adopted a new Chapter 10.52 SMC to read as follows:

Chapter 10.52 Short Term Rentals

Section 10.52.010 Permit Required

No person may operate a short-term rental within the City of Spokane that is subject to the requirements of Chapter 17C.316 SMC without first obtaining a short-term rental permit under Chapter 17C.316 SMC.

Section 10.52.020 License Officer

For purposes of chapter 4.04 SMC, the Director of Planning Services shall be the license officer.

Section 10.52.030 Violation

- A. This chapter is subject to the administrative provisions of chapter 4.04 SMC. In the event of an appeal, the hearing officer shall be the City of Spokane hearing examiner.
- B. Short-term rental owners and operators must comply with all state and local laws.
- C. A violation of this chapter is a class 2 civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

Section 6. That SMC 1.06.160, Penalty Schedule – Land Use Violation, is amended as follows:

Section 01.05.160 Land Use Violation

- A. For each subsequent violation, excluding continuing violations, by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class – General.

SMC 1.05.160 Penalty Schedule – Land Use Violation Infraction		Violation Class
General		
IFC 105.3.3 SMC 17G.010.100(B) SMC 10.48.050	Occupy Land or Building Without Certificate of Occupancy	2
SMC 10.48.050	Alarm Installation or Monitoring Company Failure to Provide Customer List	1
SMC 10.48.130	Alarm Installation or Monitoring Company Failure to Report New Customers	1
Boiler Code		
SMC 10.29.020	Operating Boiler Without License	1
SMC 10.29.021	Failure to Report Hazard	1
SMC 10.29.022	Leaving Boiler Room	2
SMC 17F.030.110	Failure to Cause Required Inspections of Boiler, Pressure Vessel	2
SMC 17F.030.130	Improper Operation of Boiler, Pressure Vessel	1
SMC 17F.060.050	Operate Without Elevator Operating Permit	1
Fire Code – International Fire Code (IFC)		
Chapter 22 IFC	Improper Aboveground Storage Tank for Motor Fuel Dispensing	1
Chapter 28 IFC	Improper Storage, Display of Aerosols	2
Chapter 33 IFC	Unauthorized Manufacture, Storage, Sale, Use, Handling of	1
IFC 105.6.14	Explosives	
Chapter 10.33A SMC SMC 17F.080.060		
IFC 107	Continuance of Hazard	1
IFC 109		
IFC 110		

IFC 109.2.2	Noncompliance with Condemnation Tag	1
IFC 109.2.4	Removal, Destruction of Tag, Sign	1
IFC 304	Improper Storage/Accumulation of Rubbish, Vegetation	2
IFC 304	Storage, Use, Handling of Miscellaneous Combustible Material	2
IFC 308	Improper Use of Candles, Open Flame	3
IFC 311	Failure to Properly Maintain Vacant Building, Property	2
IFC 503.4	Obstruction of Fire Access Road	2
IFC 703.1	Failure to Maintain Fire-resistive Construction	2
IFC 703.2	Failure to Maintain Fire Assemblies for Openings	2
IFC 704		
IFC 805	Failure to Flameproof Decorative Material	2
IFC 806		
IFC 901.4	Failure to Install Protection for Kitchen Hoods, Ducts	2
IFC 901.4	Failure to Install Sprinkler System	2
IFC 901.4	Failure to Install Alarm System	1
SMC 17F.080.100		
SMC 17F.080.150		
IFC 901.6	Failure to Maintain Automatic Extinguishing System	2
IFC 901.6	Failure to Maintain Kitchen Rangehood Extinguishing System	2
IFC 901.6	Failure to Maintain Sprinkler System	2
IFC 901.6	Failure to Maintain Standpipe System	2
IFC 903.4	Failure to Provide Approved Electronic Monitoring for Sprinkler	2
IFC 907.15	and Fire Alarm Systems	
IFC 904.11.6.3	Failure to Clean Kitchen Hoods, Ducts	2
IFC 905.3	Failure to Install Standpipe System	2
IFC		
IFC 1003.6	Obstruction of Exit	1
IFC 1011	Failure to Provide Exit Signs	1
IFC 2703.3	Release of Hazardous Material	1
IFC 3404.2.13.1.3	Failure to Remove Abandoned Underground Storage Tank	1
Spokane Municipal Code		
SMC 10.08.040	Fire Hazard from Vegetation and Debris	1
SMC 10.20.020	Abatement of Nuisance	1
SMC 12.01.0804	Failure to Maintain Pedestrian Strip	2
SMC 12.02.010	Sidewalk Not Clear of Snow, Ice	3
SMC 12.02.0210	Vegetation Nuisance Obstruction	1
SMC 12.02.0737	Obstruction of Public Right-of-Way	1
SMC 12.02.0760	Disposal of Leaves and Yard Debris	2
SMC 13.05.010	Tree, etc., Interfering With City Sewer	2
SMC 13.05.020	Poplar, Cottonwood Tree Near Utility Line	2
SMC 17C.110.100	Use Not Permitted in Residential Zone	2
SMC 17C.110.110	Limited Use Standards (Residential)	2
SMC 17C.110.120	Accessory Uses – Residential	2
SMC 17C.110.200	Violation of Development Standards – Residential	2
–		
SMC 17C.110.220		
SMC 17C.110.225	Accessory Structures – Residential	2
SMC 17C.110.230	Residential Fence	2
SMC 17C.110.270	Exterior Storage	<u>2</u>
SMC 17C.110.300	Alternative Residential Development	1
–		

SMC 17C.110.350		
SMC 17C.110.400	Multi-family Design Standards	1
–		
SMC 17C.110.465		
SMC 17C.110.500	Institutional Design Standards	1
–		
SMC 17C.110.575		
SMC 17C.120.100	Use Not Permitted in Commercial Zone	1
SMC 17C.120.110	Limited Use Standards – Commercial	1
SMC 17C.120.210	Development Standards - Commercial	1
–		
SMC 17C.120.300		
SMC 17C.120.310	Commercial Fence	1
SMC 17C.120.500	Commercial Design Standards	1
–		
SMC 17C.120.580		
SMC 17C.122.070	Use Not Permitted in Center and Corridor Zone	1
SMC 17C.122.080	Development Standards – Center and Corridor Zone	1
–		
SMC 17C.122.150		
SMC 17C.124.100	Use Not Permitted in Downtown Zone	1
SMC 17C.124.110	Limited Use Standards – Downtown	1
SMC 17C.124.210	Development Standards - Downtown	1
–		
SMC 17C.124.300		
SMC 17C.124.310	Fences – Downtown Zone	1
SMC 17C.124.340	Parking and Loading - Downtown	1
SMC 17C.124.500	Design Standards – Downtown	1
–		
SMC 17C.124-590		
SMC 17C.130.100	Use Not Permitted in Industrial Zone	1
–		
SMC 17C.130.110		
SMC 17C.130.210	Violation of Development Standards	1
–		
SMC 17C.130.250		
SMC 17C.130.270	Outdoor Activities Not Permitted	1
SMC 17C.130.300	Detached Accessory Structures	1
SMC 17C.130.310	Industrial Fence	1
SMC 17C.160.020	North River Overlay District	1
–		
SMC 17C.160.030		
SMC 17C.170.110	Special Height Overlay Zone	1
SMC 17C.180.050	Airfield Overlay Zone	1
–		
SMC 17C.180.100		
SMC	Landscaping and Screening Requirements	1
17C.200.040	–	
SMC 17C.200.110		
SMC 17C.210.040	Non-conforming Rights	1
–		

SMC 17C.210.070		
SMC 17C.220.080	Off-Site Impacts	1
–		
SMC 17C.220.090		
SMC 17C.230.140	Development Standards – Parking and Loading	2
–		
SMC 17C.230.300		
SMC 17C.230.310	Design Standards - Parking Structures	1
SMC 17C.240.070	Sign in Violation of the Sign Code	1
–		
SMC 17C.240.270		
SMC 17C.300.100	Accessory Dwelling Units General Regulations	2
SMC 17C.300.110	Accessory Dwelling Units Criteria	2
SMC 17C.300.130	ADU Development Standards	1
SMC 17C.305.020	Adult Business Use Standards	1
SMC 17C.310.100	Animal Keeping – Permitted/Prohibited Practices	2
–		
SMC 17C.310.160		
SMC 17C.315.120	Bed and Breakfast Use-related Regulations	2
SMC 17C.315.130	Bed and Breakfast Site-related Standards	2
SMC 17C.315.150	Bed and Breakfast Monitoring	2
SMC 17C.315.160	Pre-established Bed and Breakfast Facilities	2
<u>SMC 17C.316</u>	<u>Short-Term Rentals</u>	<u>2</u>
SMC 17C.319.100	Commercial Use of Residential Streets	2
SMC 17C.319.200	Recreational Camping	2
SMC 17C.320.080	Conditional Uses	1
SMC 17C.325.030	Drive-through Facilities	1
–		
SMC 17C.325.060		
SMC 17C.330.120	Group Living Development Standards	1
SMC 17C.335.110	Historical Structures – Change Of Use Development Standards	1
SMC 17C.340.100	Home Occupations	2
–		
SMC 17C.340.110		
SMC 17C.345.100	Manufactured Homes and Mobile Home Parks	1
–		
SMC 17C.345.120		
SMC 17C.350.030	Development Standards – Mini Storage Facilities	1
SMC 17C.350.040	Design Considerations – Mini Storage Facilities	1
SMC 17C.355.030	Wireless Communication Facilities	1
–		
SMC 17C.355.040		
SMC 17C.390.030.B	Mobile Food Vending Located Entirely on Private Property	1
Chapter 17D.060	Stormwater Facility Standards	1
SMC 17E.010.080	Aquifer Pollution Nuisance Declared by Critical Review Officer	2
SMC 17E.010.160(B)	Failure to Comply With Order, Decision of Critical Review Officer	1
SMC		

17E.010.350(F)		
SMC		
17E.010.540(F)		
SMC	Failure to Abide by Terms, Conditions of Permit, License, Approval	1
17E.010.160(C)		
SMC	Maintain Underground Storage Tank Without Permit	2
17E.010.210(A)		
SMC 17E.010.230	Use of Underground/Aboveground Storage Tank Without Permit	1
SMC 17E.010.440		
SMC	Supply False, Inaccurate, Incomplete Information Concerning an2	
17E.010.350(A)	UST or AST	
SMC		
17E.010.350(E)		
SMC		
17E.010.540(A)		
SMC		
17E.010.540(E)		
SMC	Approval Permit Violation	2
17E.010.350(B)		
SMC		
17E.010.540(B)		
SMC	Fill Unpermitted Underground/Aboveground Storage Tank	2
17E.010.350(C)		
SMC		
17E.010.540(C)		
SMC	Tamper with, Fail to Maintain Inventory, Other Records	2
17E.010.350(D)		
SMC		
17E.010.540(D)		
Chapter 17E.020	Prohibited Activities in Fish and Wildlife Areas and Buffers	1
SMC		
Chapter 17E.040	Prohibited Activities in Geological Hazard Areas and Buffers	1
SMC		
SMC 17E.060.120	Use, Alter Land, Erect, Alter, Occupy Structure Within Shoreline Without Compliance With Shoreline Management Regulations	1
Chapter 17E.070	Prohibited Activities in Wetlands and Buffers	1
SMC		
SMC 17F.070.380	Failure to Discharge Responsibilities of Owner	2
SMC 17F.070.390	Failure to Discharge Responsibilities of Occupant	2
SMC 17F.080.250	Failure to Maintain Fire Alarm System	1
SMC	Failure to Provide Fire Protection System Verification Fees	2
17F.080.260(B)		
SMC 17F.080.280	Failure to Secure Fire-damaged Building	2
SMC 17F.080.390	Failure to Provide Semi-annual Inspection of Private Hydrant	2
SMC 17F.080.420	Failure to Maintain Private Hydrant	2
SMC 17F.080.440	Lack of Basement Sprinkler System in Existing Building	2
SMC 17G.010.100	Testing Underground Storage Tank Without Spokane Fire Department Registration	1
(C)(2)		

Section 5. Effective Date. This ordinance shall take effect and be in force on

_____.

PASSED BY THE CITY COUNCIL ON _____.

Terri Pfister, City Clerk

Approved as to Form:

Assistant City Attorney

(WAC 197-11-970)

**SPOKANE ENVIRONMENTAL ORDINANCE
NONPROJECT DETERMINATION OF NONSIGNIFICANCE**

Proposed Amendments to the Spokane Municipal Code, Short Term Rental Project

PROPOSER: *City of Spokane, Neighborhood Services and Code Enforcement*

DESCRIPTION OF PROPOSAL: *The short term rental ordinance proposes the allowance of short term rental use in residential zones. A short term rental is considered the use of a single family home, room(s) in a home, multifamily unit, attached or detached dwelling unit, duplex or other legal dwelling unit for rental for duration of less than 30 days. The amendments apply to the Unified Development Code in the Spokane Municipal Code Section 17C.110T.002 Table 17C.110-2 Residential Zone Housing Types, Section 17C.190.110 Residential Household Living, 17C.315 and the addition of Section 17C.316.*

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: *The affected geographic area is residential zones including, zones RA, RSF, RSF-C, RTF, RMF, and RHD within the boundaries of the City of Spokane. A map of the City of Spokane and residential zones can be viewed at <http://maps.spokanecity.org/>.*

LEAD AGENCY: *City of Spokane, Neighborhood Services and Code Enforcement*

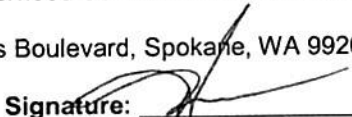
The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [] There is no comment period for this DNS.
- [] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [x] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments must be submitted no later than 5:00PM January 30, 2015, if they are intended to alter the DNS.

Responsible Official: Heather Trautman

Position/Title: Director of Neighborhood Services and Code Enforcement **Phone:** (509) 625-6083

Address: 808 West Spokane Falls Boulevard, Spokane, WA 99201-3329

Date Issued: January 15, 2015 **Signature:** 

APPEAL OF THIS DETERMINATION, after it becomes final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane, WA 99201. The appeal deadline is fourteen (14) calendar days after the signing of the DNS. This appeal must be on forms provided by the Responsible Official, make specific factual objections and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

Spokane City Plan Commission

Findings of Fact, Conclusions, and Recommendations

Proposed Amendment to Spokane Municipal Code Section SMC 1.05.160 17C.110, 17C.190, 17C.315, Section 10 and the addition of 17C.316. The proposal adds language to the code allowing the use of short term rentals in residential zones.

A recommendation from the City Plan Commission to the City of Spokane to approve an amendment to the Spokane Municipal Code Title 17C Land Use Standards.

Findings of Fact:

- A.** The proposal provides the requirements and standards under which residential dwelling units may be used for short-term rental use in residential zones.
- B.** It has been observed that short term rentals occur in residential zones and it is evident that the emergence of the “shared-economy” and short term rental use is likely to continue to increase.
- C.** The proposed regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.
- D.** The current Spokane Municipal Code classifies short term rental use as a Retail Sales and Service in SMC 17C.190.270(C)(1)).
- E.** The current Spokane Municipal Code Chapter 17C.110 and Residential Zones TABLE 17C.110-1 Residential Zones Primary Uses does not permit the use of retail sales and services in residential zones.
- F.** The City of Spokane Comprehensive Plan contains sixteen goals the proposed legislation seeks to address in the chapters of Land Use, Housing, Economic Development, Urban Design and Historic Preservation, Natural Environment, Social Health, and Neighborhoods: **LU 1.1** Neighborhoods Utilize the neighborhood concept as a unit of design for planning housing, transportation, services, and amenities. **2.1** Distribution of Housing Options Policies Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs. **H 2.3** Accessory Dwelling Units Allow one accessory dwelling unit as an ancillary use to singlefamily owner-occupied homes in all designated residential areas as an affordable housing option. **H 3.2** Property Responsibility and Maintenance Assist in and promote improved and increased public and private property maintenance and property responsibility throughout the city. **ED 3.1** Economic Growth Policies Stimulate economic growth by supporting the formation, retention, expansion, and recruitment of businesses. **ED 3.5** Locally-Owned Businesses Support opportunities to expand and increase the number of locally-owned businesses in Spokane. **ED 3.6** Small Businesses Recognize the significant contributions of small businesses to the City of Spokane’s economy and seek to enhance small business opportunities. **ED 3.7** Home Businesses Encourage opportunities for teleworking and home businesses that are compatible with residential neighborhoods. **ED 3.8** Technology-Based Industries Encourage the development of advanced and emerging technology based industries. **ED 7.2** Revenue Sources Ensure that tax revenue sources are stable, allocate costs equitably within the

community, do not penalize certain types of businesses, attract and retain businesses, and maintain the City of Spokane's high quality of life. **ED 7.3** State Tax Changes Lobby the state legislature for changes in state tax laws to allow more options or mechanisms to be available as incentives to business investment. **ED 8.3** Recreation and Tourism Promotion Promote the region's outdoor amenities as recreational and tourism business opportunities. **NE 10.3** Economic Activity Incentives Identify and provide incentives for economic activities that combine the goals and principles of economy, ecology, and social equity. **SH 2.2** Special Needs Temporary Housing Disperse special needs temporary housing evenly throughout all neighborhoods. **SH 4.1** Socioeconomic Mix Policies Ensure that all neighborhoods contain a mixture of housing types in order to provide an environment that allows for socioeconomic diversity. **N 6.2** Code Enforcement Enforce the city codes for public nuisances impacting neighborhood properties.

- G. The Community Assembly was briefed on this proposal on November 7, 2014, December 5, 2014, January 9 2015, and February 6, 2015.
- H. Notice of the proposed amendment to section Spokane Municipal Code Section 17C.110, 17C.190, 17C.315 and the addition of 17C.316 and announcement of the Plan Commission's February 11, 2015 Plan Commission Hearing was published in the Spokesman review on January 28, 2015 and February 4, 2015.
- I. A State Environmental Policy Act (SEPA) and Determination of Non-Significance was released on January 15, 2015 for the proposed short term rental ordinance. The public comment period for the SEPA determination ended on January 30, 2015.
- J. On December 11, 2014, the Washington State Department of Commerce was given the required 60-day notice of before adoption of proposed changes to the Spokane Municipal Code. An acknowledgement letter was received by the City on December 11, 2014.
- K. The City Plan Commission held a public Hearing on February 11, 2015 to obtain public comments on the proposed amendments; deliberations followed.

Conclusions:

Conclusions:

A. The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.

B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and
2. The proposed amendment bears a substantial relation to economic benefit, public health, safety, welfare, and protection of the environment.

C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan.

Recommendations:

By a vote of __ to 0, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.

A handwritten signature in dark ink, appearing to read "Dennis Dellwo", written over a horizontal line.

Dennis Dellwo, President

Spokane Plan Commission

February ~~25~~ 2015

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	ORD C35254
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 ORDINANCE REGARDING CHARTER AMENDMENT – MUNICIPAL COURT JUDGES

Agenda Wording

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending Sections 5, 6, 7 and 8 of the Spokane City Charter and adopting a new Article XVII to the City Charter, all relating to the Spokane municipal court and municipal court judges.

Summary (Background)

This ordinance provides for the proposed amendments to Section 5, 6, 7 and 8 of the City Charter to provide for the inclusion of the municipal court judges as elective officials of the City and the qualifications, salary and vacancy provisions for the municipal court judge. The ordinance sets forth the specific language of the proposed amendments to be submitted to the voters at the August 4, 2015 primary election.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Safety
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA*		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C - 35254

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending Sections 5, 6, 7 and 8 of the Spokane City Charter and adopting a new Article XVII to the City Charter, all relating to the Spokane municipal court and municipal court judges.

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure, in the same manner and with the same force and effect as provided in the article for submission on petition; and

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, Sections 5, 6, 7 and 8 of the City Charter relate to the elected officials of the City and the qualifications, salaries and vacancy provisions of those officials, as currently set forth in the Spokane Municipal Code; and

WHEREAS, the City established its own municipal court pursuant to state law, which commenced operation January 1, 2009, including the appointment of three municipal court judges, as currently set forth in the Spokane Municipal Code; and

WHEREAS, the proposed amendments to Sections 5, 6, 7 and 8 of the City Charter and adoption of a new Article XVII are appropriate and necessary to provide for 1) the inclusion of the municipal court judges as elective officials of the City, 2) the qualifications, salary and vacancy provisions for municipal court judges and 3) the establishment and jurisdictional authority for the municipal court; and

WHEREAS, pursuant to its authority set forth in Sections 84 and 125 of the City Charter, the City Council has determined that amendments to Sections 5, 6, 7 and 8 of the City Charter to provide for the inclusion of the municipal court judges as elective officials of the City and the qualifications, salary and vacancy provisions for the municipal court judges, and that the adoption of a new Article XVII relating to the establishment and jurisdictional authority of the municipal court should be submitted to the voters of the City for their adoption or rejection on the August 4, 2015 scheduled primary election.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE ORDAIN:

Section 1. That Section 5 of the City Charter of the City of Spokane regarding the elective officials of the City shall be amended to read as follows:

Section 5. Elective Officials

- A. The elective offices of the City shall be the mayor, council president, ~~((and))~~ six council members, and three judges of the Spokane Municipal Court. The mayor shall be the chief executive officer of the City. The city council, consisting of the council president and six council members, shall constitute the legislative body of the City. The Spokane Municipal Court, consisting of a presiding judge and two associate judges shall constitute the judicial branch of the City. They shall be elected to a term of four years each by the qualified electors of the City in the manner provided in this Charter and by the general laws of the state.
- B. The City shall be apportioned into three council districts of generally equal population, numbered one through three. Each district shall have two city council positions, numbered one and two.
- C. General municipal elections are held in November in odd-numbered years. At one such election there shall be elected the mayor, council president, and three council members in position number one; at the next, the three council members in position number two and the three judicial positions of the Spokane Municipal Court shall be elected.
- D. Candidates for city council shall be nominated and elected by the electors within each candidate's district; candidates for mayor and council president shall be nominated and elected by the electors of the entire City.

Section 2. That Section 6 of the City Charter of the City of Spokane regarding the qualifications for elective officials of the City shall be amended to read as follows:

Section 6. Qualifications

- A. A person must be a qualified voter of the City of Spokane and have been a resident of the City, and of the appropriate council district, for the one year immediately preceding the time of filing as a candidate for, or the time of appointment to, the office of mayor, council president, or council member. No person shall be eligible to hold the office of mayor after having served two consecutive terms as mayor. No person shall be eligible to hold the office of council president after having served two consecutive terms as council president. No person shall be eligible to hold the office of any council member in any city council district after having served two consecutive terms as a council member from any city council district. The elected offices of mayor, council president, and

council member are separate elective offices each with a separate term of office and term limitation. No person shall be eligible to hold any elective city office while holding any other elective public office, nor shall any elective official of the City engage in any other capacity in city employment or office. More than one-half term shall count as a whole term.

- B. In order to maintain harmony between the City Charter and the Revised Code of Washington, as provided for in RCW 3.50.057, a judge of the Spokane Municipal Court need not be a resident of the City of Spokane, but must be a resident of Spokane County, Washington.

- ~~((B))~~C. An elected office, other than that of municipal court judge, shall be declared vacant, pursuant to Section 8(A) of this Charter, should the official cease to maintain residency in the city, and primary residency within his or her district, in the case of council members. A council member shall not be disqualified from his or her current term of office if district lines change, causing the council member to live outside his or her respective district. When this affects a current council member, that person shall be allowed to complete his or her current term of office. "Residency" for the purpose of qualifying to hold elective office means a person's permanent address where he or she physically resides and maintains his or her abode. However, no person gains residence by reason of his or her presence or loses his or her residence by reason of his or her absence while employed in the civil or military services of the state or of the United States or due to other reasons recognized by state law. Residence and voting within the limits of any territory, which has been included in, annexed to or consolidated with the city, shall be construed to be residence within the city.

Section 3. That Section 7 of the City Charter of the City of Spokane regarding the salaries for elective officials of the City shall be amended to read as follows:

Section 7. Salary

- A. The minimum annual salary of the mayor shall be an amount equal to the salary of the highest paid city employee (other than the city administrator as provided in Section 24).
- B. The salaries of the council president and council members shall be established by ordinance adopted by the city council or pursuant to state law and may be increased or decreased from time to time. Any change in the salary for the office of council president or council member established by ordinance adopted by the city council shall not be applicable to the term then being served by the incumbent. Any change in the salary of the office of council president or council member established pursuant to state law shall become effective pursuant to the applicable state law.

- C. The salaries of the municipal court judges shall be equal to ninety-five percent (95%) of the annual salary set by the Washington Citizens' Commission on Salaries for Elected Officials (WCCSEO) for full-time district court judges.

Section 4. That Section 8 of the City Charter of the City of Spokane regarding vacancy provisions of elective officials of the City shall be amended to read as follows:

Section 8. Vacancies

- A. The office of mayor, council president, or council member shall be deemed vacant because of:
1. failure to qualify within ten days after certification of election or as otherwise provided by state law, or
 2. death, or
 3. resignation, or
 4. removal from office by recall, or
 5. failure to maintain residency requirement of the office, or
 6. absence by the council president or a council member from four consecutive regularly scheduled meetings of the city council without being excused by the council, or
 7. conviction of a felony, or
 8. incompetency judicially declared.
- B. A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council. The appointee so selected holds office until the next general municipal election at which election a person is elected to the office for the unexpired term, or for the next full term, as the case may be.
- C. In the event of a vacancy in the office of mayor or council president, the members of the council may follow the procedure of Section 8(B), or they may elect one of their number to the vacant office of mayor or council president and follow the procedure of Section 8(B) to appoint a person from the district in which the vacancy occurred to the position left vacant by the person assuming the office of mayor or council president.
- D. The office of municipal court judge shall be deemed vacant because of:
1. death,
 2. disability, or
 3. resignation.
- E. A vacancy of a municipal court judge shall be filled by the mayor, for the remainder of the unexpired term. The appointment shall be subject to confirmation by the city council. The appointed judge shall be qualified to hold the position of judge of the municipal court as provided in Chapter 3.50 RCW.

Section 5. That there is adopted a new Article XVII to the City Charter of the City of Spokane regarding the establishment and jurisdiction of the municipal court to read as follows:

Article XVII: Municipal Court

- Section 131 Ratification of Establishment
- Section 132 Jurisdiction

Section 131: Ratification of Establishment

The establishment of the Spokane Municipal Court under the provisions of Section 5A.01.010 of the Spokane Municipal Code and Chapter 3.50 of the Revised Code of Washington is hereby ratified.

Section 132: Jurisdiction

- A. Pursuant to RCW 3.50.020, the municipal court shall have exclusive original jurisdiction over traffic, parking, and other civil infractions arising under City ordinances; exclusive original criminal jurisdiction of all violations of City ordinances duly adopted by the City; and shall have original jurisdiction of all other actions brought to enforce or recover license penalties or forfeitures declared or given by such ordinances or by state statutes. The municipal court shall also have the jurisdiction as conferred by statute.
- B. The municipal court is empowered to forfeit cash bail or bail bonds and issue execution thereon, and in general to hear and determine all causes, civil or criminal, including traffic infractions, arising under City ordinances and to pronounce judgment in accordance therewith. So long as it participates in the program established by the administrative office of the courts pursuant to RCW 2.56.160, the municipal court shall have jurisdiction to take recognizance, approve bail, and arraign defendants held within its jurisdiction on warrants issued by any court of limited jurisdiction participating in the program.

Section 6. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at the special election to be held on August 4, 2015 in conjunction with the scheduled primary election, as the following proposition:

CITY OF SPOKANE

PROPOSITION NO. 2

AMENDMENT TO CITY CHARTER REGARDING THE SPOKANE MUNICIPAL COURT

This proposition will amend Sections 5, 6, 7 and 8 of the Spokane City Charter providing for the inclusion of the municipal court judges as elective officials of the City and the qualifications, salary and vacancy provisions for the municipal court judges, and will adopt a new Article XVII regarding the establishment and jurisdiction of the municipal court, all as set forth in Ordinance No. C- 35254.

Should this measure be enacted into law?

Yes ☐

No ☐

Section 7. Effective Date.

This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date Pursuant to
Certification of Election

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	ORD C35255
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 ORDINANCE AMENDING SMC TITLE 5A

Agenda Wording

An ordinance relating to the organizational status of the Municipal Court; adopting a new chapter 5A.16 and adopting a new section 5A.16.010 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the SMC by adding a new chapter 5A.16 and adopting a new section 05A.16.010 thereto, to define the Spokane Municipal Court as a quasi-division of the City of Spokane. The purpose of the amendment is to clarify its administrative treatment under various civil service regulations, city policies, and statutory provisions.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Safety
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA*		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35255

AN ORDINANCE relating to the organizational status of the Municipal Court; adopting a new chapter 5A.16 and adopting a new section 5A.16.010 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 5A.06 to Title 5A of the Spokane Municipal Code to read as follows:

5A.16. Municipal Court as Quasi-Division Department of the City

Section 2. That there is adopted a new SMC section 5A.16.010 to chapter 5A.16 of the Spokane Municipal Code to read as follows:

5A.16.010 Municipal Court as Quasi-Division Department of the City

For the purposes of the Spokane Municipal Code, Civil Service Rules, and Spokane City Policies and Procedures, the Spokane Municipal Court shall be deemed to be a Quasi-Division of the City of Spokane, and, in addition to those enumerated in Tile 5A of the Spokane Municipal Code, shall have the same powers, privileges, and authority as the Division Departments of the City of Spokane identified in Section 3.01A.210 of the Spokane Municipal Code.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

04/27/2015

<u>Date Rec'd</u>	4/15/2015
<u>Clerk's File #</u>	RES 2015-0045
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	COMMUNITY, HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	ROB CROW 509-625-6814
<u>Contact E-Mail</u>	RCROW@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	CHHS CONSOLIDATED PLAN / 2015 ANNUAL ACTION PLAN APPROVAL

Agenda Wording

Resolution approving the 2015-2020 Consolidated Plan and 2015 Action Plan Component for Title 1 CDBG funds, HOME funds and ESG funds..

Summary (Background)

The Community, Housing and Human Services Board has completed the process of preparing the 2015-2020 Consolidated Plan and 2015 Action Plan Component. The Board requests City council adopt the attached resolution approving both plans. Revenue: 2,997,960 CDBG funds, \$888,961 HOME funds, \$268,994 ESG funds, \$1,000,000 CDBG and \$100,000 HOME program income.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 5,255,915	#	Various Community Development funds
Expense	\$ 5,255,915	#	Various Community Development funds
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STAPLETON, JENNIFER	<u>Study Session</u>	PCED 4/20/15
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	jmallahan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jstapleton@spokanecity.org	
<u>Additional Approvals</u>		rcrow@spokanecity.org	
<u>Purchasing</u>		gdahl@spokanecity.org	

RESOLUTION 2015-0045

WHEREAS, the Congress of the United States of America has found that the Nation's cities and urban communities face social, economic and environmental problems resulting from the growth and concentration of population in metropolitan areas; and

WHEREAS, in order to assist local governments in meeting these problems, the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, were enacted, which provided for a program of community development and housing assistance; and

WHEREAS, under the Housing and Community Development Act and the National Affordable Housing Act, the City of Spokane is "entitled" upon proper application to receive funds of approximately \$2,997,960 - Community Development Block Grant (CDBG), \$888,961- HOME and \$268,994- Emergency Solutions Grant (ESG) for the program year 2015; and

WHEREAS, the Community, Housing and Human Services Board of the City of Spokane has prepared a report describing the nature of the application and the process and procedures followed in its preparation; and

WHEREAS, during the course of the application process, a plan for citizen participation was developed and implemented which permitted citizens to participate in the preparation of the program and to articulate their needs, preferences, and priorities; and

WHEREAS, citizens were given full information concerning funds available for proposed community development and housing assistance, the range of activities that may be undertaken, the estimated amount of CDBG, HOME and ESG funds proposed to be used for activities that will benefit persons of low and moderate income, and other important program requirements; and

WHEREAS, citizen participation was extensive throughout the many public meetings and hearings which were held to obtain the view of Spokane citizens on community development and housing needs; and

WHEREAS, as a result of citizen's effort and City staff assistance, the Community, Housing and Human Services Board has prepared an application for funds under the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act, as amended, and recommended to the City Council its adoption and approval;

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

1. The City Council finds:
 - a) that in preparing the 2015-2020 Consolidated Plan and 2015 Action Plan Component for Title 1 CDBG funds, HOME funds and ESG funds, all rules and regulations as promulgated under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, have been complied with;
 - b) the Community, Housing and Humans Services Program and the program participation with citizen/government participation are in the public interest and beneficial to the physical environment of our community and quality of life therein;
 - c) the certifications have been reviewed and the commitments of this City are understood.
2. That the 2015-2020 Consolidated Plan and 2015 Action Plan Component for CDBG, HOME and ESG funds is hereby approved. The Mayor is authorized to sign and directed to file the same on or before May 8, 2015, to execute such additional documents as required, to request and secure the release of Community Development Title I funds, to provide such other information as may be required to obtain the funds and execute the projects, and to proceed with project execution upon HUD approval of the Action Plan with the Community, Housing and Human Services Board acting for the City Council as the policy body guiding project execution including executing contracts for the projects identified in the Community, Housing and Human Services Board Action Plan.

Adopted by the City Council _____

City Clerk

Approved as to form:

Assistant City Attorney

Consolidated Plan Needs and Goals/Strategies

The following needs have been identified and prioritized in the Consolidated Plan:

- 1) Safe, affordable housing choice
- 2) Provide for basic and special needs and reduce homelessness
- 3) Community development, infrastructure, and economic opportunities

The 5 year goals/strategies to meet these needs include:

- 1) Preserve and expand quality, safe, affordable housing choices
- 2) Prevent and reduce homelessness
- 3) Provide opportunities to improve quality of life
- 4) Support vibrant neighborhoods
- 5) Expand economic opportunities

2015 – 2020 Consolidated Plan – Public Comments

Public comment on the draft Consolidated Plan was taken from 3/4/2015 through 4/3/2015.

Summary of Verbal Comments at 3/4/15 Public Hearing (follow up letters also received from both):

Cherie Moss from Our Place Community Ministries stated she agrees with the ideal of affordable housing as a need but the focus should be “affordable”. If you make \$1200 a month \$600 in rent is not affordable, it should be looked at how a renter will be able to pay. The developer should be asked what the rent is going to be or how the low income individuals are going to pay for this housing. Also, support services need to be a focus- that is what Our Place is they help people in need. Moving forward Moss wanted to remind the Board of people living in poverty, homeless or not, will always need emergency services like transportation, food, hygiene items, clothing and utility assistance. Transportation is a need, housing is not everything. Poverty is not a one size fits all many there are several reasons people are or choose to be homeless. Moss urged the Board not to get tunnel vision and focus on housing don’t make grants so competitive that small agencies can’t compete or give bigger agencies bonus points. Keep reporting simple don’t change reporting every year. It’s hard to keep track of what to report and reporting forms need to be universal. City asks for unduplicated numbers and that just doesn’t reflect what agencies see. Agencies see repeat customers sometime Moss won’t see someone for months be realistic of reporting numbers. Moss shared testimonies from people that Our Place served.

Kim McKenna from World Relief Spokane spoke. Housing is significant need for World Relief. Upon arrival refugees need housing. It is very hard for World Relief to find housing for their clients because they must find safe affordable housing in a safe neighborhood, secured building and with no health risk or issues and fewer and fewer are available. Rent goes up but assistance and wages don’t. Another obstacle is some places you need to show two or three times the rent however refugees can’t show that and sometimes the fees to get into a rental are really, really high. Housing has been an issue and World Relief would like to continue to be a part of this conversation. Taylor asked what the average family size or number of individuals they get at once. McKenna replied an average size family is four sometimes they get families of nine. Sometimes singles can be harder to find housing for because of cultural differences. Fagan wanted to further educate the Board he stated that most of the refugees don’t speak English; their limited public support goes away after only eight months. Fagan did ask McKenna where these refugees come from. Most recent majority come from Afghanistan, Congo, and

Burma more specifically Burmese Karen. At this point McKenna’s World Relief office is the only service provider in eastern Washington. Altermyer asked what percent of World Reliefs clients get jobs. Better than 75% get jobs, one program World Relief host has better than 90% job placement after the program.

Comments via Email:

From: jojoochs . [mailto:jojo.ochs@gmail.com]

Sent: Wednesday, March 18, 2015 5:39 PM

To: CHHS Info

Subject: Homeless plan

I just wanted to say that I really support your plans for helping the homeless. I know this isn't particularly helpful but I have a feeling that you're going to get a lot of people who don't like the plan and I wanted to make sure you know that there are a lot of people who think it's a step in the right direction. Homelessness cost more than housing and services and it's the right thing to do. People deserve the support to live and thrive in their community just like we do. Empathy and compassion are never wasted because we all need some at some point. Thank you for trying to help people rather than push them away.

J. Ochs

Comments on City Facebook post:

Dawn ParDieux How about implementing a plan to build, tiny affordable homes? Then GIVE them to the chronically homeless who have never owned a home or lost their home due to a fire or natural disaster? This is being tested elsewhere in this country. Why not test it here as well? If such housing were made available on land where camping were also allowed, some of the homeless who prefer to camp out would no longer be camping under interstate overpasses.

Additionally, instead of police arresting them or threatening to confiscate their camping gear and possessions, provide an alternative by providing campgrounds in north Spokane or somewhere else camping is feasible. If the alternative campsite is agreed to, then offer a means of transporting them there.

Many of the homeless want to work. Hire licensed construction workers who can in turn hire homeless men and women who can help build these homes. Have community volunteers (a volunteer program implemented by the city) work side by side with the homeless who are willing to help build their own small starter homes.

You may find a win win solution in this idea. Granted there are potential problems, but given the leaning of today's young unemployed folks towards camping out and learning survival skills, it is worth some consideration.

Adam Purdy Simply redevelop the old playfair race track with affordable low income housing.....

CITY OF SPOKANE CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT 2015-2020

Prepared for City of Spokane
Community, Housing and Human Services
APRIL 2015

ACKNOWLEDGEMENTS

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EXECUTIVE SUMMARY

PURPOSE OF THE CONSOLIDATED PLAN

The City of Spokane's mission is to deliver efficient and effective services that facilitate economic opportunity and enhance the quality of life for its citizens. The Spokane Five-Year Consolidated Plan and individual Annual Plans provide a roadmap for allocating resources to achieve those objectives. The Consolidated Plan establishes local priorities consistent with national objectives established by HUD (US Department of Housing and Urban Development) to utilize funds allocated by the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program. Over the five-year period covered by the Consolidated Plan, about \$20 million is expected to be available through these programs including rollover of prior year funds and funds generated from program income.

CDBG Program Objectives	HOME Program Objectives	Emergency Solutions Grant
Provide decent housing Create a suitable living environment Expand economic opportunities	Expand the supply of decent, safe, sanitary and affordable housing	Reduce and prevent homelessness

SUMMARY OF NEEDS AND GOALS

Summary of Needs and Goals (ES05)

Three priority needs and five goals to meet those needs were established for this Consolidated Plan.

1. Need for safe affordable housing choice

Goals relating to this need:

- **Preserve and expand quality, safe, affordable housing choices.**
 - Improve quality of existing housing stock
 - Increase housing stock
 - Ensuring housing stability
 - Prioritize workforce housing development to reduce transportation barriers and costs

2. Need to provide for basic and special needs and reduce homelessness

Goals relating to this need:

- **Prevent and reduce homelessness**
 - Retool the homeless response system
 - Increase access to affordable housing that promotes health and stability
 - Invest in effective and/or proven housing and support services
- **Provide opportunities to improve quality of life**

- o Reduce barriers to employment
- o Invest in effective housing and support services

3. Need for community development, infrastructure and economic opportunities

Goals relating to this need:

- **Support vibrant neighborhoods**
 - o Invest in infrastructure
 - o Improve public safety
 - o Expand capacity of neighborhoods to attract businesses
 - o Support infrastructure and services that enhance the health and quality of life in our neighborhoods.
- **Expand economic opportunities**
 - o Support effective pathways toward self-sufficiency and living wage jobs
 - o Support microenterprise
 - o Invest in infrastructure to attract business and housing development

Evaluation of Past Performance (ES05)

The City has made significant progress toward the 2010-2015 Consolidated Plan program objectives. The most recent Consolidated Annual Performance and Evaluation Report (CAPER), reporting on the City's performance from July 1, 2013 to June 30, 2014, noted that Spokane had exceeded, or was on track to meet, 11 of the 15 program objectives set in the last five-year Consolidated Plan.

The City faced several difficulties, however. Regarding the goal to increase opportunities for homeownership, in 2011 the City reallocated down payment assistance resources to other priority HOME activities because of continuing reduction of federal HOME funds. These reductions resulted in needing to refocus HOME funds to support other high priority housing activities. In addition, the Washington State homebuyer program largely duplicated the City's down payment assistance program. The second objective (increasing the supply of affordable rental units for homeless households) suffered from reduction in resources from the State Housing Trust Fund. The slash in those funds in recent years has dramatically impacted the ability to leverage other monies for development.

The second and third objectives (assisting lower income homeowners to pay the cost of street paving costs and increasing the supply of affordable rental units for low to extremely low income households and persons with special needs) were faced with major reductions in funding from State and Federal sources after the first year of the five year plan. The HUD HOME program appropriations were drastically cut, the HUD McKinney-Vento homeless housing funding no longer provided new project funds, revenues from the 2160 and 2163 real estate document fees fell off dramatically and State Housing Trust Funds were cut significantly.

The fourth objective (assisting lower income homeowners to pay the cost of street paving) was challenged due to declining formations of Local Improvement Districts, which might be attributable in

part to the effect of the recent recession on property owners' ability and desire to pay for street and sidewalk improvements.

However, great progress has been made in achieving proposed outcomes of other objectives. Among the accomplishments noted at the end of the first four years of the 2010-2015 five-year plan were:

- Providing tenant-based rental assistance to 191 lower income households
- Providing support to more than 2,500 persons in homeless shelters
- Helping 764 low-income homeowners maintain their housing by providing health, safety and emergency repairs
- Improving 33 public facilities serving high priority need populations
- Improving the City's infrastructure resulting in benefits to 127,000 persons (duplicative cases)
- Providing more than 150,000 (duplicated) critical, stabilizing public services to residents
- Providing technical and/or financial assistance to 1,127 (duplicated) micro-enterprises

In addition, progress on two other efforts is of note: preparation of an update to the City of Spokane Analysis of Impediments to Fair Housing (2015) and development of a draft 2015-2020 countywide Strategic Plan to End Homelessness.

Consultation and Citizen Participation

Summary of Citizen Consultation (ES-05)

Meetings were held in neighborhoods to obtain input on needs and potential activities. Consultants conducted extensive interviews of community representatives. The public was invited to public hearings on evaluation of program progress, assessment of community needs and resources and potential uses of the funds. Efforts were made to expand participation through four subject-matter focus groups and three special workshops to obtain input on needs and potential solutions. Citizens were invited to review and comment on drafts of the 2015-2020 Consolidated Plan and the 2015 Annual Plan, which were published and available during a 30-day review period. The City of Spokane Community, Housing and Human Services Board (CHHS Board) provided oversight of the planning process. The CHHS Board Strategic Planning Subcommittee and the Spokane Continuum of Care provided essential advice and comment throughout the process.

Summary of Public Comments (ES05)

Citizens were provided an opportunity to review and comment the draft Consolidated Plan and the draft Annual Plan and to provide comments at public hearings held during the planning process. There were many positive and supportive comments provided by the community and providers of services to the community. Comments on needs and opportunities were incorporated in the draft plans in sections pertaining to needs and market analysis.

Several written and oral comments were received during the 30-day public comment period and at the March 2015 public hearing on the draft 2015-2020 Consolidated Plan and 2015 Annual Action Plan. Two comments were posted to the City's Facebook which included an idea to consider providing affordable

housing such as “tiny homes” and to provide campgrounds for homeless persons, as well as searching for ways to employ homeless individuals. Another comment urged redeveloping the old Playfair Race Track with affordable housing. The City will refer the comments to the Continuum of Care advisory committee for their consideration as part of the 2016 annual review process.

A representative Our Place Community Ministries urged the City to focus on “affordable housing” and to also provide sufficient supportive services linked to the housing when needed. The commenter urged allowing both small and large organizations to compete for funding. In addition, the commenter urged that the City and County not release jail inmates without finding housing for them. In response, the City agrees that both housing and services are critical to meeting the needs of many; that they are mindful that both small and large organizations are needed to work toward meeting the needs of the community. Policies and procedures will be monitored to assure that adequate opportunities are available to all agencies. The City understands the need for coordinating resources so that persons in jail are not released into homelessness and will work with the Continuum of Care toward meeting this need.

Written comments and oral comments were made by representatives of World Relief Spokane who spoke about the tremendous barriers faced by immigrants and refugees. Among those is the difficulty finding and securing safe, affordable housing. Increased cultural training for landlords and rental agents and incentives to landlords to rent to refugees would help in overcoming barriers to rentals. The City agrees that education of landlords, including cultural awareness, and encouraging landlord support for those with barriers is important and will be mindful of opportunities to do so. During the outreach period for the Consolidated Plan, World Relief participated in a focused meeting and representatives were contacted individually for input into the plan. Their comments were integrated in the needs assessment. The City invites the agency to continue to participate in the annual planning process.

Summary of Comments not Accepted (ES05)

Not applicable. All comments were considered, incorporated in the Consolidated Plan, or responded to as stated above.

PUBLIC PARTICIPATION AND CONSULTATION

Agency Consultation and Coordination

Summary of Coordination (PR10)

The City of Spokane and the Community, Housing and Human Services (CHHS) Board have undertaken an extensive process to develop the 2015-2020 Consolidated Plan. Over most of 2014 and into 2015, the Board and its committees, principally the Strategic Planning Committee, conducted a review of needs and priorities in consultation with community organizations through a series of meetings, hearings, workshops, focus groups and interviews of key leaders and representatives of organizations conducting planning, operating programs, providing services or advocating for the interests of specific groups or populations in the City. Meetings took place at both the neighborhood level and citywide. Key to the success of this process has been the continued strong relationship the City has maintained with local agencies, nonprofit organizations, developers, and other entities providing human services, community development, economic development, affordable housing and homeless housing and services.

Coordination with Continuum of Care (PR10)

The City Department of Community, Housing and Human Services plays a critical and active role in the Spokane Continuum of Care and provides staff support to the organization. In monthly meetings of the Continuum, the CHHS staff provides assistance in agenda-setting, planning activities, developing funding criteria and decisions, and providing performance and evaluation reports on McKinney-Vento and ESG project performance, as well as progress in meeting Continuum goals. In addition, CHHS staff provide continuity between meetings and coordinate their activities with members working on specific action steps of the Homeless Plan. Together over the past year, CHHS and the Continuum have worked to develop the 2015-2020 Spokane Continuum of Care Plan to End Homelessness – a Plan which is fully coordinated with the goals of the City of Spokane’s 2015-2020 Consolidated Plan. The Homeless Plan encompasses an aggressive approach to retool the jurisdiction’s housing and services delivery system toward the ultimate goal of ending veteran’s homelessness, chronic homelessness and family homeless all within the next four years.

Coordination with Emergency Solutions Grant (PR10)

The CHHS staff person responsible for providing staff assistance to the Continuum of Care is also responsible for management of the ESG Program. In 2014, City staff drafted a set of proposed policies and procedures for annual allocations of ESG funds. These were then reviewed and adopted by the Continuum of Care.

City staff also prepared proposed performance standards for evaluating ESG project outcomes for Continuum review and adoption. Coordinating with the Washington State Department of Commerce in utilizing statewide evaluation standards, the Continuum adopted the “Dashboard” data base and

reporting process for use in the Spokane Continuum's for review of performance outcomes. Reports on outcomes are prepared by City staff at the system-level quarterly and on a project-level annually. These reports are used by the Continuum to evaluate performance and identify issues with specific projects and program areas. Procedures for use of HMIS data have also been adopted in the policies and procedures of the Continuum.

Summary of Agency Consultation (PR10)

Development of the Consolidated Plan was coordinated with other public entities at a several levels and benefitted from input of stakeholders representing affordable housing, populations with special needs, community and economic development, infrastructure – all content areas of the plan. The State Department of Commerce and the Washington State Housing Finance Commission were consulted to help determine current housing resources available in the community and identify issues related to housing and homeless programs and the potential loss of existing subsidized housing. Spokane County staff played an integral role in developing the needs, goals and objectives of the Plan to End Homelessness which, in turn, informed the Consolidated Plan.

In addition to individual consultation, several meetings were held on topics of import to the Consolidated Plan.

- Several agencies providing emergency services (“first responders”) were consulted (law enforcement/corrections, the fire department and EMS) about needs of vulnerable populations.
- Housing providers, developers and agencies administering housing programs for persons with special needs.
- Human services providers came together to discuss needs of the most vulnerable populations.

Outreach to the following stakeholders (individually, in meetings, and/or in committees) was invaluable to preparation of the Consolidated Plan:

- Aging and Long Term Care of Eastern WA
- Beacon Development
- Catholic Charities
- City of Spokane Code Enforcement
- City of Spokane Community Housing & Human Services
- City of Spokane Engineering Services
- City of Spokane Planning Services
- City of Spokane Targeted Investment Pilot (TIP)
- Community Assembly (Spokane Neighborhoods)
- Community Frameworks
- Community Land Trust
- Downtown Spokane Business Partnership
- Empire Health Foundation
- Fairchild Air Force Base
- Goodale & Barbieri

- Greater Spokane Incorporated (GSI) (Chamber of Commerce)
- Inland Empire Residential Resources
- Kiemle & Hagood
- NAACP, Spokane
- NW Fair Housing Alliance
- Pioneer Human Services
- Second Harvest
- Spokane County
- Spokane County United Way
- Spokane Fire Department
- Spokane Homeless Coalition/Spokane Continuum of Care
- Spokane Housing Authority
- Spokane Housing Ventures
- Spokane Low Income Housing Consortium (SLIHC)
- Spokane Neighborhood Action Partnership (SNAP)
- Spokane Neighborhood Action Program (SNAP)
- Spokane Parks & Recreation
- Spokane Police Department
- Spokane Regional Health District
- Spokane Tribe of Indians
- The Arc of Spokane
- Umpqua Bank
- Volunteers of America
- Washington Housing Finance Commission
- Washington Housing Trust Fund/Spokane
- Washington State Department of Corrections
- World Relief Spokane
- YWCA Spokane

Agencies not Consulted (PR10)

No major agencies involved in housing or community development were intentionally excluded from consultation. Every effort was made to ensure advance publication of meetings and opportunities to contribute.

Plans Consulted and Regional Planning Efforts Considered (PR10)

A wide range of community plans, initiatives and reports were reviewed and considered during the needs assessment and market analysis process. Several strategic plans reviewed were also considered as the priorities and goals of the Consolidated Plan were developed.

- City of Spokane Comprehensive Plan, REV January 2012
- Spokane Regional Comprehensive Economic Development Strategies

- Greater Spokane Incorporated Report
- Division Street Gateway Health Impact Assessment October 2011-May 2012
- Spokane University District Plan
- Downtown Spokane Revitalization
- SNAP INFOLINK Community Resource Guide
- 2013-2014 Resource Directory (Guide to Congregations and Community Resources) Spokane
- TIP Implementation Creating/Building a Vibrant Place
- Spokane International District 2010 Action Plan
- Downtown Spokane 2014-2016, City of Choice
- Ending Family Homelessness Plan (Washington State Department of Commerce)
- Program and Unit Accessibility Review of the Spokane Housing Authority July 2014
- 2013 Draft Low-Impact Development Ordinance REV
- Spokane Consolidated Annual Assessment Reports
- Washington State Housing Trust Fund Applications List 2015-2017 Stage 1
- Spokane Low Income Housing Consortium Rental Survey Final Report July 2014
- Spokane Low Income Housing Consortium Member Property Lists 1-27-15
- 2014 Homeless Housing Inventory Chart (HIC)
- 2009-2014 Point-in-Time Count (homelessness)
- Community Indicators Initiative (Eastern Washington University website)
- City of Spokane Capital Improvements Program (CIP)
- Transportation Improvement Plan for Spokane County 2009-12
- The Road Home
- 2013 and 2014 Spokane Regional McKinney-Vento Application
- Resource Analysis of Inventoried Street Trees June 2013
- Six Year Street Program – City of Spokane
- Six Year Comprehensive Wastewater Program – Spokane
- Six Year Sewer Construction Capital Improvement Program – January 2013

Coordination with Public Entities in Implementation (PR10)

Throughout the year, broad coordination is achieved by participation of City representatives on several ongoing committees consisting of public agencies, nonprofit providers and other members of the community. The committees of particular relevance to ongoing implementation of the Consolidated Plan and associated planning documents include: Spokane Area Workforce Development Council, Spokane Low-Income Housing Consortium, United Way, Spokane Regional Health District and Greater Spokane Incorporated.

The Spokane Housing Authority was consulted throughout the process of developing the Consolidated Plan and the City continues to work closely with the SHA and other housing providers in a supportive and participatory manner to assure progress is made in increasing affordable housing in the community.

The Spokane Continuum of Care was consulted during the development of the Draft 2015-2020 Spokane Plan to End Homelessness, components of which are integrated into the Consolidated Plan.

Citizen Participation (PR15)

An extensive citizen participation plan was developed to reach out to key individuals and organizations including those involved in providing services, employment and housing in Spokane. Consultants, hired by the City to help facilitate the planning and citizen participation process, conducted interviews of agency representatives (including City, County and State representatives) as well as advocate groups, housing developers, employers, community and economic developers and services agencies. Interviews were conducted throughout 2014 and into 2015. In addition, during 2014 input on needs and potential strategies was obtained through structured meetings facilitated by the City and planning consultants. Community representatives with specific expertise and knowledge on three key subjects provided input. These subjects included: housing operations/fair housing/subsidized housing; emergency response/first responders/ vulnerable populations/reentry; and, human services and special needs populations.

Neighborhood involvement is important to the City of Spokane. All neighborhoods were invited to comment on needs and opportunities during the planning process. The City worked closely with neighborhoods, particularly those qualifying as low-income neighborhoods, in considering goals in the Five-Year Strategic Plan and actions in the 2015 Annual Plan. Neighborhoods will be consulted and continue to provide advice over the next five years.

The City of Spokane Community, Housing and Human Services Board (CHHS Board), consisting of community and agency representatives, provided review and oversight throughout the planning process and actively contributed to development of the documents. The Strategic Planning Subcommittee was particularly active during the process. Finally, the Spokane Continuum of Care planning group was consulted on homeless issues, needs and strategies and played a key role in the development of a new Spokane Strategic Plan to End Homelessness.

The draft 2015-2020 Consolidated Plan and 2015 Annual Action Plan were made available at all Spokane libraries and at the Community, Housing and Human Services offices. The plans were posted on the City's website and internet links to the draft documents were sent to an extensive list of key community organizations and individuals as well as County and Washington State government. The City made an additional effort to broaden public awareness and encourage conversation over the next five years by holding three special workshops in March 2015. During these topical workshops, representatives of several community organizations were provided information on needs and asked to provide input on potential solutions.

Public hearings were advertised, where required, in the *Spokesman-Review* two weeks in advance of the hearing date. Notice was also provided on the City's website and the *Gazette* which is another widely accessed publication. Dates and purposes of public hearings were:

- December 3, 2014 public hearing on needs hosted by the CHHS Board.
- March 4, 2015 public hearing on evaluation of progress, assessment of needs and resources and potential uses of funds included in the draft 2015-2020 Consolidated Plan and the 2015 Annual Action Plan. The hearing was hosted by the CHHS Board.
- April 1, 2015 provided another opportunity for public testimony, also hosted by the CHHS Board.
- April 27, 2015 public hearing before the Spokane City Council on the 2015-2020 Consolidated Plan and the 2015 Annual Action Plan.

ASSESSMENT OF NEEDS

OVERVIEW OF NEEDS ASSESSMENT (NA05)

The assessment of needs included review of documents, analysis of data, and incorporation of needs assessments and plans compiled locally, in Washington and nationally. The process included outreach to stakeholders, experts and advocates for those receiving in services. Neighborhoods and the general public, including service recipients, were invited and did contribute to the discussion on needs. The Community, Housing, and Humans Services (CHHS) Board and subcommittees (notable the Strategic Planning Subcommittee) were insightful in their contributions.

POPULATION

Population Growth (NA05)

Spokane's population increased by just over 13,000 people from 2000 to 2010 for a change of 7% which is modest compared to Spokane County and Washington.

Table 1: Population 1990-2014

Location	Census			Change 2000-2010	2014 Estimate
	1990	2000	2010		
Spokane	177,165	195,629	208,916	7%	212,300
Spokane County	361,333	417,939	471,221	13%	484,500
Incorporated	195,890	218,920	335,124		344,596
Unincorporated	165,443	199,019	136,097		139,904
Washington	4,866,659	5,894,121	6,724,540	14%	6,968,170

Source: US Census; OFM population estimates

Part of the increase in the City between 2000 and 2010 was due to annexation – an additional 1,724 people and 897 housing units were added during that period. More recent annexations in Spokane, however, increased the population only slightly (294 population and 148 housing units annexed between April 2010 and April 2014).

Table 2: Spokane Annexations April 1990-April 2014

Period	Units	Population
1990-2000	684	985
2000-2010	897	1,724
2010-2014	148	294

Source: Washington State Office of Financial Management (OFM)

The City of Spokane is influenced by growth and expansion in neighboring communities, which contribute to the dynamic of the population and economy in Spokane as well as the entire region. Spokane Valley incorporated in February 2003 with a population of over 80,000 and 34,000 housing units. Annexations between 2010 and 2014 added another 1,400 people.

Age of Population

The median age of the population in the United States is increasing, a trend mirrored in Washington and in Spokane County, but less noticeably in Spokane. The median age in Spokane in 2010 was 35.0, more than two years younger than Washington. Aging of the “baby boomers” (those born between 1946 and 1964) is reflected in the increase in the median age over time.

Table 3: Median Age 2000-2010

Location	Census		
	1990	2000	2010
Spokane	33.5	34.7	35.0
Spokane County	32.9	35.4	36.8
Washington	33.1	35.3	37.2
United States	32.9	35.3	37.2

Source: US Census

A slightly greater share of the population in Spokane in 2010 was between the ages of 20 and 44, compared to other locations shown in Table 4. Within this age range, the area of greatest difference comparing the City of Spokane to Washington State is between the ages of 20 and 29. Over 17% of the population in Spokane in 2010 was between 20 and 29 compared to 14% in Washington. This may be in part attributable to the number of students attending existing and expanding colleges and universities. This may also be because younger workers are coming to Spokane to enter the workforce.

Table 4: Population by Age Range 2010

Location	<20	20-44	45-64	65+
Spokane	26%	36%	25%	13%
Spokane County	27%	34%	27%	13%
Washington	26%	34%	27%	12%
United States	27%	34%	26%	13%

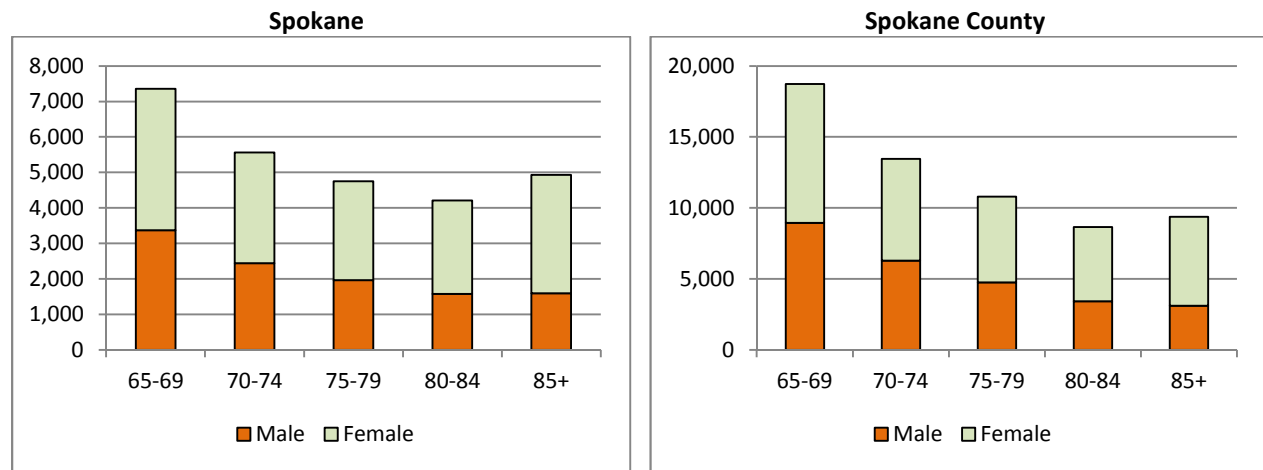
Source: US Census

Population 65 and Older

As of the 2010 census, 13% of the population in Spokane and Spokane County was age 65 or older. Washington OFM (Office of Financial Management) estimates that 21% of the population in Spokane County in 2030 will be 65 or older. A growing elderly population requires planning for housing, transportation and services. Older residents are more likely to be isolated or homebound and in need of additional support to live safely in their homes. Planning for the needs of an aging population is consistent with planning benefitting the whole community – diverse housing types and locations, transportation alternatives, and ready availability of goods and services.

Life expectancy has not historically been equal for men and women and in recent decades women have outlived men. As of the 2010 census, the median age for males (33.7 in Spokane and 35.6 in Spokane County) was lower than for females (36.3 in Spokane and 38.1 in Spokane County). Figure 1 shows the population 65 and older in both Spokane and Spokane County. Among residents between 65 and 69, a slightly larger percentage was female than male (54% in Spokane and 52% in Spokane County). However, among the most senior residents (those 85 and older) 68% in Spokane and 67% in Spokane County was female.

Figure 1: Population 65 and Over by Gender and Age 2010



Source: 2010 US Census

Race and Ethnicity

Table 5: Race and Ethnicity 2010

Race/Ethnicity Classification	Spokane	County	Washington
Race*			
White	87%	89%	77%
Black/African American	2%	2%	4%
AK Native/American Indian	2%	2%	2%
Asian	3%	2%	7%
Other race alone**	2%	2%	6%
Two or more races	5%	4%	5%
Ethnicity***			
Hispanic	5%	5%	11%
Non-Hispanic	95%	95%	89%
Race/ethnicity combined			
Minority****	16%	13%	27%
Non-Hispanic white alone	84%	87%	73%

*Race alone; may be Hispanic, **Includes Native Hawaiian and other Pacific Islander, ***May be of any race

****Hispanic and/or race other than white alone

Source: 2010 US Census

Spokane has a much less diverse population than the state – just 2% of the population was African American, 2% American Indian or Alaska Native, and 3% Asian as of the 2010 census. Considering ethnicity alone, just 5% of Spokane’s population identified themselves as Hispanic, regardless of race.

Combining race and ethnicity so that “racial and ethnic minority” is defined as Hispanic and/or a race other than white alone (single race), 16% of the population in Spokane as of the 2010 census was minority. This definition was used in determining disproportionate concentrations of minority populations in the City.

Disproportionate Concentrations of Minority Populations (NA30)

Using the definition of minority described above as Hispanic and/or race other than white alone, 16% of the population in Spokane in 2010 was minority. Areas of disproportionate concentration are those in which there is a greater than 10% difference than the jurisdiction as a whole. Accordingly, any block group with 27% or more minority population is considered to have a disproportionate concentration. That was true of nine block groups. The block groups contained 4% of Spokane’s population in 2010. The concentration of minority population ranged from 28% to 37% of block group occupants. The disproportionate areas are primarily located in central Spokane neighborhoods – several block groups south of I-90 and west of Thor, an area south of the Spokane River between Napa and Hamilton, and north of I-90 between Monroe and Ash.

Immigration and Linguistic Diversity

Seven percent of Spokane’s population was born outside the United States, most from Asia or Europe. A multinational population is an asset in any community, as is a richly diverse population.

Table 6: Place of Birth

Place of Birth	Spokane	County	Washington
Native	93%	95%	87%
Foreign born	7%	5%	13%
Region of birth*			
Latin America	14%	14%	31%
Asia	35%	35%	40%
Europe	37%	35%	17%
Other	15%	15%	12%

*Of foreign-born.

Source: 2008-2012 American Community Survey

However, the inability to communicate in English can isolate individuals and families from their neighbors and from the larger community. In Spokane, 9% of the population age five and over reported speaking a language other than English in the home (2008-2012 ACS) and 44% of that population said they spoke English less than “very well.” In Spokane the most frequently spoken languages in the home by classification were Indo-European, then Asian and then Spanish.

Whether new to the City or longer-term residents, people with limited English language skills face barriers in accessing services and understanding important life transactions. This includes comprehending legal rights, understanding how to qualify for and buy a home, responding to discrimination in housing, communicating with healthcare professionals, and performing routine day-to-day activities without effort.

In addition to language barriers, immigrants to Spokane and refugees resettled in Spokane at the invitation of the US Department of State face the added challenge of making a new life having left behind assets, careers and community in countries of origin. World Relief Spokane assisted about 1,500 individuals in the last year, providing links to assistance for housing, employment, English classes, documentation and other essentials. With help from the organization, partners and the community, most people are able adjust fairly quickly, in spite of the significant challenges. However, there are several barriers including finding housing, given the lack of history in the United States (credit and otherwise) and current assets in the face of sometimes inflexible property management requirements.

Finding employment and gainful careers is a priority which means starting a new career for many whose degrees and education are not transferrable. The Micro-Enterprise Development partnership with SNAP has helped over 100 refugees and immigrants start small businesses in Spokane, leading to additional employment opportunities.

Households

Table 7: Households 2010

Type of Household	Spokane		County		Washington	
	Number	%	Number	%	Number	%
Total households	87,271		187,167		2,620,076	
Family households	49,204	56%	118,212	63%	1,687,455	64%
With own children <18	22,931	26%	52,903	28%	762,444	29%
Male householder*	4,371	5%	8,892	5%	124,402	5%
With own children <18	2,514	3%	5,067	3%	65,903	3%
Female householder*	11,230	13%	21,040	11%	274,204	10%
With own children <18	6,787	8%	12,644	7%	162,000	6%
Nonfamily households	38,067	44%	68,955	37%	932,621	36%
Householder living alone	29,839	34%	53,622	29%	711,619	27%
Male	13,248	15%	24,107	13%	331,357	13%
65 and over	2,614	3%	5,166	3%	68,342	3%
Female	16,591	19%	29,515	16%	380,262	15%
65 and older	6,955	8%	13,149	7%	159,455	6%
Average household size	2.31		2.44		2.51	

Notes: All percentages shown are of total households. Same sex couples without related children or other related family members are included in non-family households.

*No spouse present

Source: 2010 US Census

There is a smaller share of family and greater share of non-family households in Spokane than in Spokane County or Washington State. Since 1990, the percent of family households in Spokane has

declined with a corresponding increase in non-family households. As of the 2010 census, 34% of households in Spokane consisted of people living alone. These included seniors – 11% of all households in Spokane were single individuals aged 65 or older and single women represented 73% of these households.

Group Quarters

Almost 7,000 persons in Spokane in 2010 were counted as living in group quarters – the largest share (72%) in non-institutional settings. These were college/university student housing on and off campus (2,929 individuals) and people living in other non-institutional settings (2,048 individuals) including those in emergency and transition shelters, group homes, residential treatment centers, religious group quarters and workers group quarters.

Table 8: Spokane Population in Group Quarters 2010

Group Quarters	Number
Population in group quarters	6,949
Institutionalized	1,972
Noninstitutionalized	4,977

Source: 2010 US Census

Of the population living in institutionalized settings, most people were in nursing homes or skilled nursing facilities (1,236 individuals). Adult and juvenile correctional facilities accounted for most of the remainder of the population in group quarters.

ECONOMY AND EMPLOYMENT

Table 9: Occupations of Employed Civilian Workforce 16+

Occupation	Spokane	County	Washington
Civilian employed*	94,697	212,801	
Management, business, science, arts	34%	35%	38%
Service	22%	19%	17%
Sales and office	27%	27%	23%
Natural resources, construction, maintenance	7%	7%	10%
Production, transportation, material moving	11%	11%	11%

*Civilian employed population age 16+

Source: 2008-2012 American Community Survey

Table 10: Industries of Employed Civilian Workforce 16+

Occupation	Spokane	County	Washington
Civilian employed*	94,697	212,801	
Agriculture, forestry, fishing/hunting, mining	1%	1%	3%
Construction	5%	6%	7%
Manufacturing	7%	8%	11%
Wholesale trade	4%	4%	3%
Retail trade	13%	13%	12%
Transportation/warehousing, utilities	5%	4%	5%
Information, finance/insurance, real estate	9%	9%	8%
Professional services**	10%	10%	12%
Educational services, health care, social assistance	27%	26%	21%
Arts, entertainment***	10%	9%	9%
Other services, public administration	10%	10%	10%

*Civilian employed population age 16+

**Professional, scientific, and management, and administrative and waste management services

***Arts, entertainment, and recreation, and accommodation and food services

Source: 2008-2012 American Community Survey

Major Employment Sectors (MA45)

There were close to 95,000 civilians aged 16 and older working in Spokane, according to American Community Survey estimates (2008-2012). By industry (Table 10), educational services, health care and social assistance accounted for largest share – 27% of the total occupations. Manufacturing and construction combined accounted for 12% of the occupations compared to 18% in Washington.

Table 11: Major Employers

Employer	Products/Services	Employees
State of Washington	Government	4,202
Spokane Public Schools	Education	3,025
Providence Sacred Heart Medical Center & Children's Hospital	Health care	3,010
92 nd Air Refueling Wing & Fairchild Air Force Base	Military	2,892
Spokane County	Government	1,908
City of Spokane	Government	1,864
Wal-Mart Stores	Retail	1,484
Northern Quest Resort & Casino	Hotel/Casino	1,359
URM Stores Inc.	Distribution	1,322
Central Valley School District	Education	1,270
Rockwood Clinic PS	Health Care	1,216
Community Colleges of Spokane	Education	1,203
West Corp.	Customer Services	1,169
Gonzaga University	Education	1,168
Deaconess Medical Center	Health Care	1,117
Avista Corporation	Energy	1,086
Safeway Inc.	Retail Grocery	1,040

Source: Journal of Business, 2013 Market Fact Book from Greater Spokane Incorporated (greaterspokane.org)

The steady gain in health care and educational services is linked to major employers in these sectors including Providence Sacred Heart Medical Center & Children's Hospital and Deaconess Medical Center

(health care) and Gonzaga University and Whitworth University. Completion of the new Biomedical & Health Sciences Building at Washington State University-Spokane Riverpoint Campus will significantly contribute to employment in Spokane.¹

Changes with Economic Impact Potential (MA45)

Downtown Spokane 2014-2016, Investments in the City of Choice describes major activities underway in the downtown area, notable infill development at Kendall Yards, the Convention Center expansion, and improvements to the Riverfront Park. It is anticipated that these improvements will stimulate further business and residential development/redevelopment in the area.

The higher education sector continues to expand in the University District, impacting the City in terms of jobs and investment/tax base. Adjacent neighborhoods benefit as students and staff utilize local businesses such as services, conveniences and retail shopping as well as impact the need for additional student housing. Additional major efforts are underway in the expansion of the Airway Heights industrial area, generating jobs and ancillary businesses. Expansion of health services (hospitals and clinics) are also anticipated in the near future, adding jobs in the community. Other promotional efforts in the downtown core and the potential expansion of aerospace investments may yield future impacts.

Workforce and Infrastructure Needs of Business Community (MA45)

According to the Spokane Area Workforce Development Council, the region's recovery from the Great Recession has been led by five major sectors of the economy (health care, manufacturing and aerospace, transportation and warehousing, professional, scientific and technical services and finance and insurance). The construction industry has also recently participated in the recovery.

Health care is a major area of expansion, with the need for more trained nurses and doctors, as well as for researchers, lab technician and medical aids. Significant job expansion is anticipated in the transportation sector with openings for drivers and materials movers. The manufacturing and aerospace sector will need skilled employees. A wide variety of highly educated personnel are needed to fill positions opening in the scientific, architectural, legal and computer technology fields. Finally, strong growth is predicted in the financial and insurance fields.

Opportunities to support business expansion or development with infrastructure will continue to present themselves over time. Persons seeking employment will need training and counseling while small businesses may need loans and other assistance to start or expand investment to add employees.

Commuting to Work

Unlike the rest of Washington, the majority of Spokane residents with jobs work in Spokane (72% do). Statewide just 31% of people worked and lived in the same place. In Washington just 31% of people live and worked in the same place.

¹ US Department of Housing and Urban Development, Office of Policy Development and Research. *Comprehensive Housing Market Analysis, Spokane, Washington*. (2011).

Table 12: Work Location

Travel Time	Spokane	County	Washington
Work in place of residence*	72%	43%	31%
Work outside place of residence	28%	35%	53%
Not living in a place		22%	16%

*City or town

Source: 2008-2012 American Community Survey

Even working and living in the same place (city) involves a commute for most people. On average Spokane workers commute 20 minutes to work.

Table 13: Mean Commute Travel Time

Travel Time	Spokane	County	Washington
Mean (minutes)	19.8	21.2	25.5
<15 minutes	35%	31%	27%
15-29 minutes	45%	44%	37%
30-59 minutes	17%	21%	28%
60+ minutes	3%	3%	8%

Source: 2008-2012 American Community Survey

The cost of commuting to and from work has received increased attention in relation to housing cost. Money saved in housing is offset by the cost of commuting. One study² determined that when housing and commute costs are combined, the combination of the two is considerably greater than 30% of income for working families. The study drew information from 28 metropolitan areas across the country. A typical household budget (for the combined 28 metropolitan areas sampled for the study) included 27% for housing and 20% for transportation – 47% combined. However, working families with incomes between \$20,000 and \$50,000 spent 58% of their earnings for the combination of transportation and housing, split about evenly between housing (28%) and transportation (30%).

Unemployment

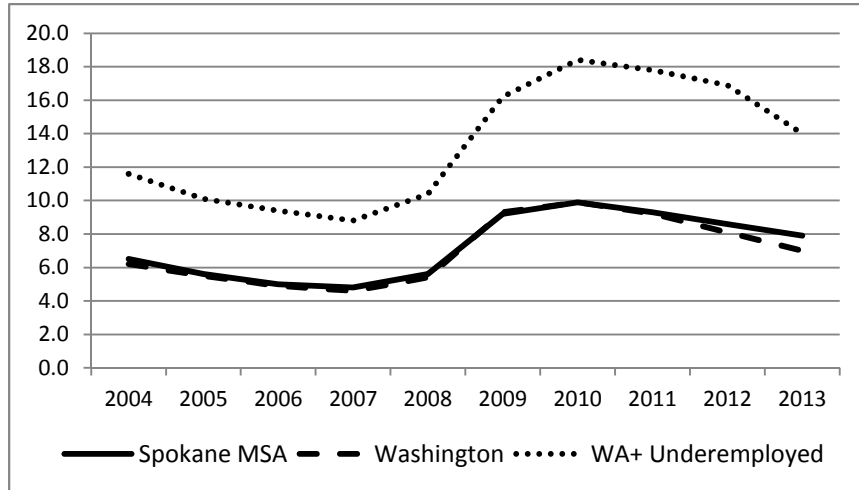
Unemployment in Spokane County (Spokane MSA) peaked in 2010 at 9.9% and has fallen in each succeeding year to 7.9% in 2013. Rates in Spokane closely matched the official rates in Washington between 2004 and 2010, but have not fallen to the same degree since 2010. The unemployment rate in Washington in 2013 was 7.0% and that in Spokane was 7.9%.

Unemployment measures are estimated in several ways. The official rate is the total number of unemployed as a percent of the labor force. This excludes discouraged seekers, marginally attached workers (those who could only find part-time positions or positions beneath their level or expertise). Discouraged workers would not be included as unemployed if they had not actively been seeking work during the last year. While not shown in the official estimates of unemployment, a substantial share of the workforce is underutilized. Figure 2 compares the highest estimate of underutilization in

² Lipman, Barbara. (2006). *A Heavy Load: The Combined Housing and Transportation Burdens of Working Families*. Center for Housing Policy.

Washington (U6) with the official rates (U3) for both Washington and the Spokane MSA. In 2013 the U6 estimate for the State was 14%, which was twice the official rate (7%).

Figure 2: Unemployment Rate Estimates Spokane MSA and Washington 2004-2013



Notes: Spokane MSA includes Spokane County; rates are not seasonally adjusted. WA+ is the estimate of total unemployment plus those marginally or underemployed (U6 rates), based on annual averages. Source: Bureau of Labor Statistics and the Current Population Survey (CPS)

Educational Attainment

Table 14: Educational Attainment*

Educational Attainment	Spokane	County	Washington
Less than high school graduate	8%	7%	10%
High school graduate (includes equivalency)	25%	25%	24%
Some college or associate's degree	38%	39%	35%
Bachelor's degree	18%	18%	20%
Graduate or professional degree	11%	10%	11%

*Population age 25 and above

Source: 2008-2012 American Community Survey

Ninety two percent of Spokane residents age 25 plus had at least a high school education – slightly better than Washington (90% with a high school education). At the other end of the spectrum, 29% had a bachelor's degree or better – slightly lower than Washington (31% with a bachelor's degree or higher).

Table 15: Median Earnings in Past 12 Months*

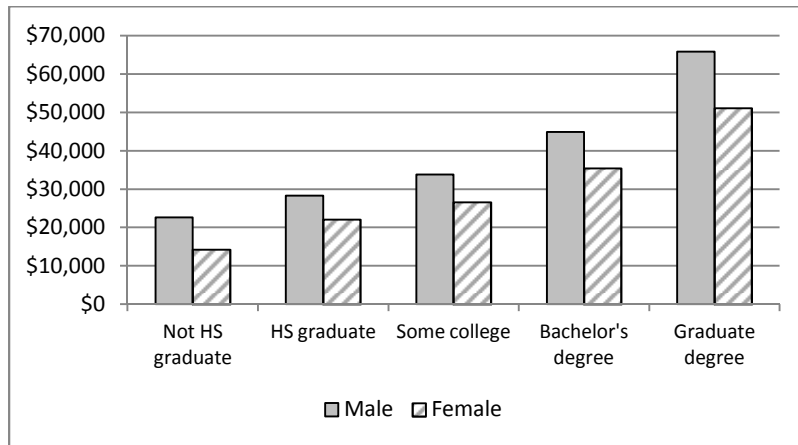
Educational Attainment	Spokane	County	Washington
Less than HS graduate	\$18,369	\$19,688	\$20,615
HS graduate (includes equivalency)	\$25,562	\$27,105	\$30,752
Some college/associate's degree	\$30,197	\$31,746	\$36,576
Bachelor's degree	\$40,738	\$44,455	\$52,916
Graduate or professional degree	\$57,061	\$61,258	\$66,413

*Population 25 and older with earnings; 2012 inflation-adjusted dollars

Source: 2008-2012 American Community Survey

Education matters in terms of earnings. Median earnings for Spokane residents 25 and older without a high school degree (or equivalency) totaled \$18,369 and increased with each level of educational attainment. Median earnings rose for both male and females with earnings, but the median was higher at each level for males than females (Figure 3).

Figure 3: Median Earnings by Educational Attainment and Gender Spokane*



*Earnings in the past 12 months; population age 25 and above.

Source: 2008-2012 American Community Survey

National data show, too, that unemployment varies by level of educational attainment.

Table 16: National Earnings and Unemployment rates by Educational Attainment 2013

Unemployment Rate 2013 (%)	Educational Attainment	Median Weekly Earnings
2.2	Doctoral degree	\$1,623
2.3	Professional degree	\$1,714
3.4	Master's degree	\$1,329
4.0	Bachelors' degree	\$1,108
5.4	Associate's degree	\$777
7.0	Some college, no degree	\$727
7.5	High school diploma	\$651
11.0	Less than HS diploma	\$472

*Data are for persons age 25 and over; earnings are for full-time wage and salary workers.

Source: Current Population Survey, US Bureau of Labor Statistics, US Department of Labor

Workforce Development

Skills and Education of Workforce in Relation to Employment Opportunities (MA45)

The current community workforce includes an excess of persons with limited education and limited skills relative to the growing needs of the businesses and industry in the area. Many of the unemployed and underemployed residents of Spokane are unable to compete for living wage jobs offered in some of the growth businesses in the community. In particular, unskilled laborers with limited job experience have great difficulty obtaining jobs other than at the lowest pay levels.

A report by the Spokane Area Workforce Development Council noted earlier in this document indicated that many of the jobs that will be available in the immediate future are jobs requiring either high educational levels or skilled training.

Current Workforce Training Initiatives (MA45)

The Spokane Area Workforce Development Council serves more than 25,000 job seekers per year. The Council also has established a youth career and employment center serving more than 2,000 youth annually. Among other assistance, the agency provides employee training assistance for both job seekers and employers.

Greater Spokane Incorporated (GSI) has developed a 2014-2015 Comprehensive Economic Development Strategy (CEDS) for the Spokane region. Among the strategies adopted is the long-range goal of supporting programs in the K-12 school system that educate students (and persons advising students) on their post-secondary decisions about training and careers in a variety of employment sectors, including the manufacturing sector. These efforts will support the anti-poverty strategy in this Consolidated Plan and will provide expanded opportunities for low and moderate income households to obtain living wage jobs.

Comprehensive Economic Development Strategy (CEDS) (MA45)

Greater Spokane Incorporated's CEDS outlines several goals that may be coordinated with the Consolidated Plan. To support the goal of business growth and investment in the City, CDBG (and potentially Section 108 loans) may be used to develop or expand businesses which provide or retain jobs for low and moderate income persons and to develop public infrastructure to support the businesses or industry. Another goal of the CEDS (investing in education and learning opportunities), could be supported with funds for training and job counseling or by assisting programs for youth aimed at preventing school drop-outs. The CEDS goal of fostering entrepreneurship can be supported through programs aimed at assisting small businesses that are either owned by low and moderate income persons or will employ primarily low and moderate persons. Finally, a strong basis for coordination between the Consolidated Plan and CEDS is shared goals of prioritizing affordable housing and reducing poverty.

Coordination with Consolidated or Other Plans (MA45)

One of the specific projects identified in the CEDS is the University District Master Plan. This plan offers several opportunities for coordination of initiatives and resources because of the potential for public infrastructure improvements, affordable housing needs and the potential for economic development and jobs. Other major planning documents used in developing the Consolidated Plan include the City's Capital Improvements Plan, the Comprehensive Plan and the Downtown Spokane Plan (2014-2016).

HOUSEHOLD INCOME

Measures of Income

Median family income in Spokane (\$54,500) was higher than median household income (\$42,274), which may be due to the presence of multiple wage-earners in the household. Median earnings for males working full-time, year-around was about 23% higher than that for female workers working full-time, year-around. This may be the result of occupations selected by or available to women based on training or preference. Median income from earnings for all workers was \$26,575 – well below the median for full-time workers. This suggests that a substantial share of workers in Spokane were employed part-time or for part of the year.

Table 17: Measures of Income Past 12 Months

Income Measures*	Spokane	County	Washington
Median household	\$42,274	\$49,615	\$59,374
Median family	\$54,500	\$63,049	\$71,939
Median earnings male**	\$42,693	\$47,274	\$54,594
Median earnings female**	\$34,795	\$35,903	\$41,377
Median earnings workers	\$26,575	\$28,181	\$32,583
Per capita	\$24,034	\$25,891	\$30,661

*Income in the last 12 months; 2012 inflation-adjusted dollars

Source: 2008-2012 American Community Survey

All measures of income in Spokane County were higher than the City. Median household income in the County was 17% higher and median family income was 16% higher than the same measures in Spokane. Measures in Washington were higher than both.

Some levels of income are important to keep in mind when considering housing and services for low-income persons and families.

- Individuals eligible for SSI (2014) would receive up to \$721 per month. Eligible couples could receive up to \$1,062 per month.
- Temporary Assistance for Needy Families (TANF) benefits have fallen in recent years.³ In Washington TANF benefit levels for a single-parent family of three was \$478 in July 2013, which was a 41% reduction since 1996 (in inflation-adjusted dollars).
- Washington minimum wage was set at \$9.32 an hour as of January 2014.

Relative to total households, there were fewer households with earnings at the top (\$100,000 or more a year) and more households with earnings at the bottom (less than \$15,000 a year) in Spokane than in Spokane County. The disparity was even greater compared to Washington State households.

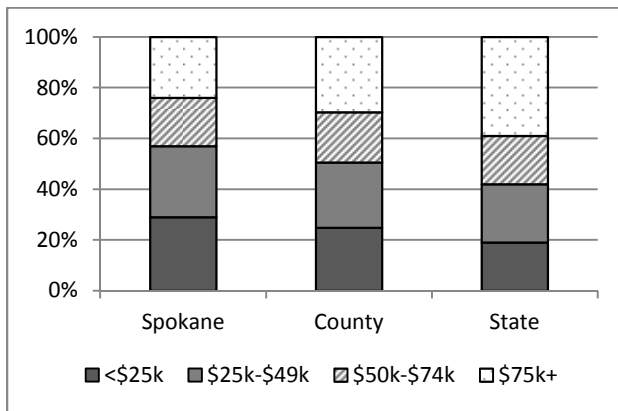
³ Floyd, I. and Schott, L. *TANF Cash Benefits Continued to Lose Value in 2013*. Center on Budget and Policy Priorities. October 2013. (www.cbpp.org)

Table 18: Range of Household Income Past 12 Months

Range*	Spokane	County	Washington
Less than \$15,000	16%	13%	10%
\$15,000 to \$24,999	13%	11%	9%
\$25,000 to \$49,999	28%	26%	23%
\$50,000 to \$74,999	19%	20%	19%
\$75,000 to \$99,999	11%	13%	14%
\$100,000 or more	13%	17%	25%

*Income in the last 12 months; 2012 inflation-adjusted dollars

Source: 2008-2012 American Community Survey

Figure 4: Ranges of Household Income

*Income in the last 12 months; 2012 inflation-adjusted dollars

Source: 2008-2012 American Community Survey

Poverty

Poverty is a measure of extremely low income and does not mean that people living above poverty have enough money to meet their needs. The poverty threshold in 2013 for a family of three with two related children under the age of 18 was \$18,769. For a single person under 65 years of age the threshold was \$12,119 and for a single person 65 and older it was \$11,173.

The percent of people living in poverty in Spokane (some time in the last 12 months) was higher in all categories shown than in Spokane County as a whole and both were higher than Washington. Female householders with children, without a husband present, had the highest percentages. In Spokane about half of all female-headed households (without husband present) with children lived in poverty in the last 12 months – over half (53%) of such households with children under the age of five.

The number of children living with a single parent is not insignificant in Spokane. The 2008-2012 American Community Survey estimated that 34% of children in households with their parents were living with a single parent, the majority of these with a single female parent. There were also children living with custodial grandparents, some single, not included in the estimates.

Table 19: Percent of Population Living in Poverty in Past 12 Months

Population/Household	Spokane	County	Washington
Individuals (all)	19%	15%	13%
Under 18	24%	17%	17%
18 and older	18%	15%	12%
65 and older	11%	9%	8%
Families	13%	10%	9%
With related children <18	21%	16%	14%
Female householder (family)*	37%	32%	28%
With related children <18	48%	42%	36%
With related children <5	53%	52%	46%

*No husband present

Source: 2008-2012 American Community Survey

Low-Moderate Income Areas

Using special census tabulations, HUD periodically identifies by block group the percent of the population living in households earning less than 80% of Area Median Income (AMI). Block groups in which 51% or more of the population live in households at or below 80% of AMI qualify as low-mod areas. The latest HUD tabulations (2014 using 2006-2010 ACS data) showed 85 qualifying block groups in Spokane. Fully 43% of Spokane's population lives in these block groups.

The qualifying areas include neighborhoods south of I-90 and neighborhoods extending north of I-90 to Empire. Beyond Empire, qualifying block groups fall east of Division and north to the City limits. Most of South Hill (south of 9th) is excluded, as is northwest Spokane (west of Division and north of Empire).

Food Insecurity

Households have "food insecurity" when they are "financially stretched to the point where they cannot be certain that all household members will not go hungry."⁴ Washington ranks 22nd in the United States, according to estimates prepared by the US Department of Agriculture, 6% of Washington households struggle with hunger. SNAP (Supplemental Nutrition Assistance Program) benefits were cut nationally in November 2013 after the scheduled end of the temporary boost provided by the 2009 Recovery Act. Current maximum monthly benefits range from \$189 for a single person to \$632 for a family of four.

School children are eligible for food assistance. According to May 2014 estimates, 59% of students in the Spokane School District were eligible for free and reduced-cost meals. For comparison, 46% of students in the Washington State were eligible.

Living Wage

The *Self-Sufficiency Calculator* (thecalculator.org) is sponsored by Workforce Development Councils of Washington State⁵ and provides information about the amount of money needed to be self-sufficient,

⁴ Children's Alliance. *Hungry in Washington* September 2013.

⁵ Pearce, Diana. (2014). *The Self-Sufficiency Standard for Washington State 2014*. University of Washington School of Social Work, Center for Women's Welfare.

without public assistance, based on family size, composition and ages of children. Table 20 gives examples of resources required for a modest standard of living.

Table 20: Self-Sufficiency Calculation Spokane County 2014

Income and Expenses	Household Composition		
	1 adult with children 2 & 6	2 adults with children 7 & 14	Single adult
Monthly income			
Hourly wage*	\$23.59	\$10.13	\$8.49
Monthly wage	\$4,152	\$3,566	\$1,494
Annual wage	\$49,825	\$42,792	\$17,923
Monthly expenses			
Housing	\$773	\$773	\$571
Child care	\$1,492	\$532	\$0
Food	\$487	\$851	\$245
Transportation	\$266	\$507	\$257
Health care	\$405	\$496	\$113
Miscellaneous	\$342	\$316	\$119
Taxes	\$654	\$422	\$189
Subtotal monthly expenses	\$4,419	\$3,897	\$1,494

*Working 40 hours per week (per working adult)

Source: Workforce Development Councils of Washington (thecalculator.org)

HOUSING UNITS

Number and Types of Housing Units (MA20)

Nearly 70% of the housing in Spokane is single family, and most of that detached single family housing. Spokane is the second largest city in Washington (behind Seattle) but ranks 40th in population density (2014 OFM estimates). Larger lot, single family neighborhoods are much more the case in Spokane than are higher density, mixed use neighborhoods.

Table 21: Residential Properties

Property Type	Spokane	County	Washington
Total units	95,757	207,420	
1-unit detached structure	65%	66%	63%
1-unit attached structure	3%	4%	4%
2-4 units	8%	6%	6%
5-19 units	11%	10%	10%
20 or more units	11%	9%	9%
Mobile home, boat, RV, etc.*	2%	6%	7%

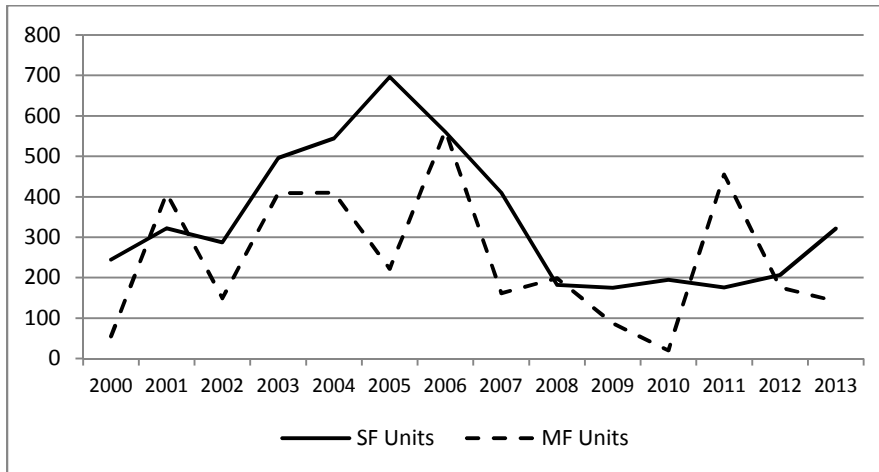
Source: OFM estimated total units (April 2014); 2008-2012 ACS (types of units)

Mobile homes comprise just 2% of the housing in Spokane, compared to 6% in Spokane County and 7% in Washington State. While mobile homes are only a small share of the total housing, Washington Office of Financial Management (OFM) estimated that there were over 1,500 mobile homes in Spokane as of

April 2014. Mobile homes are an affordable housing option, but older units are often in deteriorated and unsafe condition.

Permits, Building/Acquisition and Planned Development

Figure 5: Spokane Building Permits 2000-2013



Source: US Census Bureau

A total of 8,273 privately-owned residential building permits were issued from 2000 through 2013. There was a sharp decline in both single family and multifamily permits after the 2007 housing crisis. Multifamily permits were dominated by larger complexes (5 or more units). Very few smaller multifamily buildings were permitted between 2000 and 2013 (just 322 units in duplexes and 159 units in 3-4 unit buildings).

City planners consider housing as key component of a broader effort to revitalize areas of the City. A targeted investment approach is being considered by the City to redevelop various neighborhoods over time. Housing infill and redevelopment/new construction alternatives, along with business development and public improvements would be included in the initiative depending on neighborhood conditions and needs. Consideration for developing new housing serving a range of incomes near jobs, particularly in the downtown area, are among the strategies being pursued. Housing and commercial development would be integrated with high activity public areas. In addition, new student housing in the University District and adjoining neighborhoods has been identified as a need for a growing student population.

Tenure

There were more owner-occupants than renters in Spokane (57% owner-occupants and 43% renters) according to 2008-2012 ACS estimates, but a larger share of renters than was true of Spokane County and in Washington State. While rented units are typically in multifamily complexes, single family housing is an important part of the rental market as is shown in Table 22 – 22% of single family homes were occupied by renters. Multifamily units are predominantly occupied by renters, but not exclusively.

Finally, mobiles homes are most frequently owned, although that applies to the structure and not necessarily the land.

Table 22: Tenure Occupied Units by Type of Unit

Property Type	Spokane		County		Washington	
	Owners	Renters	Owners	Renters	Owners	Renters
All units	57%	43%	64%	36%	64%	36%
Single family*	78%	22%	82%	18%	82%	18%
2-4 units	6%	94%	8%	92%	12%	88%
5 or more units	5%	95%	4%	96%	12%	88%
Mobile homes, other	77%	23%	81%	19%	76%	24%

*Detached and attached

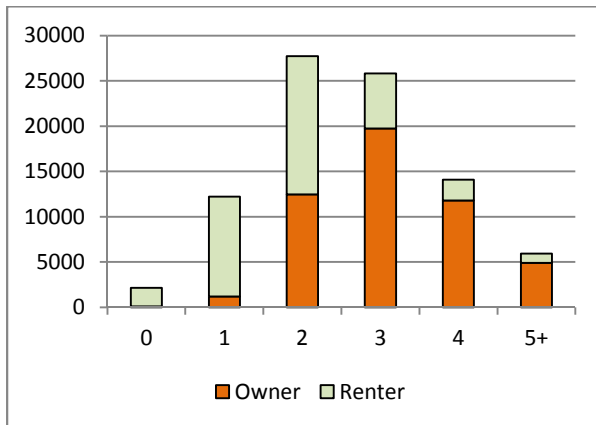
Source: 2008-2012 American Community Survey

Table 23: Tenure Occupied Units by Number of Bedrooms

Property Type	Spokane		County		Washington	
	Owners	Renters	Owners	Renters	Owners	Renters
No bedroom	4%	96%	8%	92%	11%	89%
1 bedroom	10%	90%	13%	87%	16%	84%
2 bedrooms	45%	55%	47%	53%	45%	55%
3 bedrooms	76%	24%	78%	22%	80%	20%
4 bedrooms	84%	16%	87%	13%	88%	12%
5+ bedrooms	82%	18%	89%	11%	86%	14%

Source: 2008-2012 American Community Survey

Figure 6: Number of Bedrooms by Tenure Spokane



Source: 2008-2012 American Community Survey

As shown in Figure 6, units occupied by renters are more likely to be smaller (one and two bedrooms) and those occupied by owner larger. The figure shows the number of estimated units. Combining units, regardless of tenure, 2-bedroom units accounted for an estimated 32% of units; 61% of occupied housing units had two or three bedrooms.

HOUSING CONDITION

Age of Housing

Compared to Spokane County and Washington, housing is older in Spokane – 75% of owner-occupied and 73% of renter-occupied units were built before 1980.

Table 24: Year Structure Built by Tenure*

Year Built	Spokane		County		Washington	
	Owners	Renters	Owners	Renters	Owners	Renters
2000 or later	7%	10%	14%	16%	17%	15%
1980-1999	18%	17%	26%	23%	32%	31%
1950-1979	35%	39%	38%	38%	34%	38%
Before 1950	40%	34%	23%	24%	16%	16%

*Occupied units

Source: 2008-2012 American Community Survey

Definitions of Substandard and Suitable for Rehabilitation (MA20)

For purposes of this Consolidated Plan, units are in standard condition if they meet HUD Housing Quality Standards. Those that are substandard but suitable for rehabilitation are units that do not meet one or more of HUD housing quality standards. These units may have deferred maintenance, excessive home operating costs, modest structural problems, or other health/safety problems that can be reasonably repaired. Substandard and not suitable for rehabilitation are units that are in poor condition and not structurally or financially feasible to rehabilitate.

Need for Housing Rehabilitation (MA20)

Most of the housing in Spokane was built more than 30 years ago. Deferred or absent maintenance can result in loss of housing, including older, more affordable housing. One of the key strategies in preserving affordable housing is maintaining existing units. Unresolved conditions tend to create a depressing effect on investment in the area and can lead to overall deterioration of values and livability of the neighborhood.

Some homes need only modest rehabilitation such as paint, railings or handicap access ramps. Others need more extensive work such as a new roof, replaced heating system, repaired electrical hazards, bedroom egress windows, abatement of hazardous asbestos, or structural repairs. While these conditions relate to both owner housing and multifamily rental housing, two specific types of housing require further comment. There are 19 mobile home parks in the community, some of which contain housing that is substandard and deteriorating. Some units are not suitable for rehabilitation due to obsolescence and poor condition. In some cases, site owners are holding the properties for potential higher uses. In addition, there are residential structures in the downtown area that need major reconstruction, due to building codes, deferred maintenance, and obsolescence. Some of these structures may qualify as “spot blight.” Some single family and multifamily structures outside the

downtown area are not suitable for rehabilitation and may represent a “blighting” influence on the neighborhoods. These properties may be appropriate for demolition on a “spot” basis.

City of Spokane Wastewater Management Department reports that Orangeburg sewer pipe was commonly used to connect homes built between 1955 and 1975 to sewer mains. Made from compressed layers of tar paper, the pipe is beyond its 40 to 50-year intended lifespan. Failed Orangeburg pipe causes a substandard housing condition, risks contamination, and requires costly excavation and replacement.

Many houses in Spokane (an estimated 60% of housing units, according to City documents) have elevated levels of radon, which is a naturally-occurring radioactive gas which can cause lung cancer. The remedy for radon in the home is not overly burdensome. Washington State Department of Health reports that 42% of Spokane houses tested (and reported to the State) between 2009 and 2013 were positive for radon.⁶

Lead-Based Paint and Lead Hazards

Use of lead in paint was banned in 1978, but used prior to that time with increased frequency in earlier decades – use in older units was more common. According to American Community Survey estimates (2008-2012), 75% of owner-occupied and 73% of renter-occupied units in Spokane were built before 1980. CHAS estimates place the number of housing units built before 1980 with children present at 2,005 owner-occupied units and 1,475 renter-occupied units, which is too conservative an estimate of the number of older units with children present.

Table 25: Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total number of units built before 1980	38,594	77%	27,634	73%
Housing units built before 1980 with children present	2,005	4%	1,475	4%

Source: 2007-2011 ACS (total units) 2007-2011 CHAS (units with children present)

Estimated Units with Lower Income Households with Children (MA20)

American Community Survey (2008-2012) estimated that 21% of family householders in Spokane were living with their own children under the age of 18. ACS also estimated that half of such households contained children under the age of six, the age most susceptible to permanent harm from lead-based paint. Applying those estimates to units built before 1980, as many as 4,000 owner-occupied units and 2,900 renter-occupied units contained households with children under the age of six. This estimate closely matches the CHAS data (see Table 33) finding close to 7,000 households with incomes below 80% of AMI with children under the age of six.

⁶ Indoor Radon Test Results from national testing laboratories. Radon topic last modified, April 2014, Washington DOH, Washington Tracking Network.

Not all of these children are at risk, however. Risk increases with age of the unit (actual presence of lead) and poor maintenance of painted surfaces. Childhood blood lead poisoning is detected by blood testing; however, it is estimated that just 2% of children in Spokane County actually receive this test. Washington Department of Health records blood-lead testing results. Note that testing results are reported by location of testing facility and not the address of the child. Between 2008 and 2012, 3,524 children to age six were tested in Spokane (and 3,754 in the County). Eighty in Spokane (82 in the County) were found with elevated blood levels, which was defined as 5mcg/dL or higher. (The definition of elevated was 10mcg/dL before 2012, but the current definition – now termed “level of reference” – applied to data included here.)

HOUSING COSTS

Current Costs by Tenure

Table 26: Cost of Housing

Owner/Renter	Spokane	County	Washington
Median home value	\$164,500	\$190,300	\$272,900
Median monthly owner cost with mortgage	\$1,286	\$1,393	\$1,818
Median monthly owner cost without mortgage	\$413	\$429	\$498
Median gross rent	\$718	\$753	\$951

Source: 2008-2012 American Community Survey

Table 27: Range of Monthly Owner Costs*

Range	Spokane	County	Washington
Less than \$1,000	26%	21%	11%
\$1,000-\$1,499	40%	37%	23%
\$1,500-\$1,999	19%	23%	25%
\$2,000 or more	15%	19%	41%

*Households with a mortgage; includes mortgage, taxes, insurance, condo fees and utilities

Source: 2008-2012 American Community Survey

Table 28: Range of Rents

Range	Spokane	County	Washington
Less than \$500	19%	15%	10%
\$500-\$749	36%	34%	19%
\$750-\$999	24%	27%	26%
\$1,000 or more	22%	24%	45%

*Includes contract rent and utilities; excludes no cash payment

Source: 2008-2012 American Community Survey

Estimated housing costs in the City of Spokane and Spokane County are lower for both owner-occupants and renters than is true of Washington State. The median owner-estimated value of homes in Spokane was just 60% of the estimated value in the state as a whole. The median estimated value in Spokane County was higher, but still 70% of the median estimated value in Washington. Still looking at owner

costs, two-thirds of households with a mortgage in Spokane had housing costs less than \$1,500 per month, including utilities. In contrast in Washington, two-thirds of households with a mortgage paid more than \$1,500 a month.

Changes in Affordability Considering Current Costs (MA15)

Housing costs in the City of Spokane are lower on average (Table 26) than in Spokane County and both lower than Washington. Still, housing costs are rising – both rental and purchase. According to results of surveys conducted by the Washington Center for Real Estate Research (University of Washington), the average rent in Spokane was \$749 with a vacancy of 3.4%. The survey includes units in larger complexes only (five or more units) and varies with landlord response rates. The general trend in the last six years is that of steadily increasing rents declining vacancies among the apartments surveyed.

The Washington Center for Real Estate Research also looks at trends in purchase prices and affordability of housing on the market. Data provided in the WCRER publication *Washington State's Housing Market 2nd Quarter 2014* showed a 2% higher median resale housing price in Spokane County from the median price a year earlier. The affordability of housing for homebuyers was reflected in the Housing Affordability Index of 188.5 for Spokane County (2014 2nd quarter) which measures the degree to which a household with median income could buy a median-priced home. This means that a household with median income had 88.5% more income than the minimum required to buy a median-priced home. (As a comparison, the all-buyer index (HAI) in Washington for the same period was 144.2.)

A second index applies to first-time buyers and assumes a lower-priced unit (85% of median), lower income (70% of median), lower downpayment, and possible assistance with the downpayment or other favorable terms. The first-time HAI in Spokane County in the second quarter of 2014 was 107.6, meaning housing (at 85% of median) was affordable to first-time buyers (earning 70% of median). The first-time buyer index (HAI) in Washington State was 81.0.

Table 29: 2014 HUD Fair Market Rents (FMR) and HOME Rents*

Monthly Rent	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	\$447	\$546	\$739	\$1,057	\$1,199
High HOME Rent	\$447	\$546	\$739	\$1,037	\$1,138
Low HOME Rent	\$447	\$546	\$713	\$824	\$920

*Spokane MSA

Source: HUD

HOME and Fair Market Rents Compared to Area Costs (MA15)

The 2014 HUD Fair Market Rents (FMRs) had been adjusted downward by approximately 5% from the 2013 FMRs, causing significant concern among assisted housing providers regarding the ability to cover actual rental costs. However, the 2015 FMRs, effective on October 1, 2014, were pegged at almost 5% higher than the 2014 rents (2015 HUD HOME Program rents are expected to be published for effect in July 2015). Discussions with local housing providers indicate the 2015 FMR rent structure is more appropriate to the market in the Spokane MSA.

Housing Affordability

Housing is affordable when the cost of housing plus utilities is no more than 30% of household income. Housing choice and access to opportunities is largely a function of income (as represented below).

Highest Income	• Wide selection of housing types and locations • Affordability more a matter of choice: choice of spending more than 30% of income • High access to opportunities
Middle Income	• More limited selection of housing types and locations • Affordability: may need to spend more than 30% of income (market provided) • Commute: cost of commute may offset housing savings • More limited access to opportunities
Low Income	• Little selection of housing types and locations • High competition for market-provided, quality affordable housing • Affordable may mean subsidized, or publicly assisted • Limited access to opportunities • Commute costs high related to wages/housing costs
Lowest Income	• Limited or no choice in housing types and locations • Affordable housing = subsidized housing (kept available) • May receive additional public support (food stamps, health, income)

For lowest income households affordable housing may be difficult to find and maintain. The National Low Income Housing Coalition publishes annual reports (*Out of Reach*) comparing the cost of housing, a housing wage (30% of the cost of housing and utilities) and comparing that to minimum wages.

Table 30: Housing Costs, Income and Affordability

Housing/Income Factor	Bedrooms				
	Zero	One	Two	Three	Four
Fair Market Rent (FMR) 2014	\$447	\$546	\$739	\$1,057	\$1,199
Annual income to afford	\$17,880	\$21,840	\$29,560	\$42,280	\$47,960
Hourly wage to afford* (housing wage)	\$8.60	\$10.50	\$14.21	\$20.33	\$23.06
Minimum wage Washington 2014	\$9.32	\$9.32	\$9.32	\$9.32	\$9.32
Housing wage compared to minimum wage	92%	113%	152%	218%	247%

Source: National Low Income Housing Coalition (www.nlihc.org)

Table 31: AMI and Housing Affordability

Income Range	Annual Income	Monthly Income	Affordable Monthly Housing
Area median (AMI)	\$63,400	\$5,283	\$1,585
30% AMI*	\$19,020	\$1,585	\$476
50% AMI*	\$31,700	\$2,642	\$792
80% AMI*	\$50,720	\$4,227	\$1,268

*Based on the top of the range, calculated for 4-person household (HUD FY 2014)

Source: National Low Income Housing Coalition (www.nlihc.org)

Table 32 shows several measures of housing cost, Fair Market Rents in particular, alongside measures of income, particularly at the lower-end of the earnings spectrum. The individual SSI income is shown at the bottom of the table. If a person with a disability had SSI income as the sole source of assistance, housing would be affordable if the cost were no more than \$216 a month, which is less than half of the Fair Market Rent for a studio apartment.

Table 32: Income by Occupation/Source and Affordable Housing Costs Spokane MSA

Job/Income Type (Wage/Earnings*)	Affordable/ Estimated Monthly Cost	Housing Type/Allowance
Pharmacist (\$54.28/hour)	\$2,823	
Registered nurse (\$35.76/hour)	\$1,860	
HUD AMI 2014 (\$63,400)	\$1,585	
Middle school teachers (not special ed) (\$61,258/year)	\$1,531	
Social worker (\$25.43/hour)	\$1,322	
HUD AMI top of range at 80% (\$50,720/year)***	\$1,268	
	\$1,199	Fair Market Rent 2014 (4-bedroom)
Licensed practical/vocational nurse (\$21.61/hour)	\$1,124	
	\$1,057	Fair Market Rent 2014 (3-bedroom)
Machinist (\$18.84/hour)	\$980	
School bus driver (\$17.15/hour)	\$892	
Customer service representative (\$16.16/hour)	\$840	
HUD AMI top of range at 50% (\$31,700/year)***	\$792	
	\$753	Median gross rent Spokane County**
	\$739	Fair Market Rent 2014 (2-bedroom)
Health care support workers (\$14.80/hour)	\$770	
	\$718	Median gross rent Spokane**
Retail sales (\$13.13/hour)	\$683	
Median worker earnings (\$26,575/year)**	\$664	
Hotel, motel, resort desk clerks (\$11.35/hour)	\$590	
Personal & home care aide (\$11.09/hour)	\$577	
	\$546	Fair Market Rent 2014 (1-bedroom)
Child care worker (\$10.39/hour)	\$540	
Minimum wage full-time job (\$9.32/hour)	\$485	
HUD AMI top of range at 30% (\$19,020/year)***	\$476	
	\$447	Fair Market Rent 2014 (0-bedroom)
SSI income (\$721/month 2014 single person)	\$216	

*Except where otherwise noted wages are from the Washington State Employment Security Department's Occupational Employment and Wage Estimates (2013) for Spokane MSA (includes Spokane County).

**2008-2012 ACS for Spokane

***2014 4-person households

Sources: 2008-2012 American Community Survey; HUD; WA Employment Security Department.

Availability of Housing Compared to Needs (MA10)

While housing is generally more affordable in Spokane than other urban areas, housing costs are out of reach for many households in Spokane. For example, a household with a single wage earner at under \$13 an hour would not be able to afford a unit priced at \$718 (the median rent in Spokane). Without (and even with) a subsidy, many households with lowest incomes must compete for housing in their

price range, settle for units in poor condition, live in overcrowded circumstances, or live in areas in the City with less access to opportunities (employment, education and amenities).

Housing Availability Compared to Income Levels (MA15)

The 2015 *State of Washington Housing Needs Assessment* points to rising costs of housing in Washington between 2000 and 2012 (in constant dollars).⁷ The median gross rent between 2000 and 2012 rose from \$663 to \$951. The increase, if due to inflation alone, would have resulted in a median gross rent of \$884 in 2012. Not only have rents increased overall, the percent of units in lower ranges have dropped in proportion to higher costing units. For example, in 2000 about 15% of units had a gross rent of \$1,000 or more and by 2012 45% of units had a gross rent of \$1,000 or more.

Similarly the median owner-estimated values of owner-occupied units in Washington rose from \$168,300 in 2000 to \$272,900 which was an inflation adjusted increase of about 22%. At the same time that housing prices are increasing, renter income is decreasing. Comparing 2000 and 2012 median income for renter households found about a 2% decline after adjusting for inflation. Median household income for owner households increased slightly (by about 1% during that same period after adjusting for inflation).

The gap in affordability is particularly severe among lowest income households. The gap is determined by comparing levels of household income with available housing affordable at that income range, which includes vacant housing and that actually occupied by households in the matching income range. Housing is not allocated by need, unless housing is held specifically for qualifying households (both in terms of ability to pay and household composition), such as most subsidized housing. Instead, many lower cost units (owned or rented) are occupied by households with higher incomes, better credit, and fewer needs. Many of the lowest income households have barriers that limit choices, such as poor credit histories and criminal histories.

In the Spokane urbanized area (as opposed to the County), for every 100 households with incomes at or below 30% of median family income, there were only 14 units available, leaving a gap of 86 units per 100 households (2012 data). For every 100 households with incomes at or below 50% of median family income, 43 units were available, leaving a gap of 57 units per 100 households.

CHAS Tables and Analysis of Housing Need

CHAS (Comprehensive Housing Affordability Strategy) data are special census tabulations provided to HUD. The CHAS tables cross-tabulate household income, household type, race and ethnicity of the head of household, housing costs and limited data on housing condition (lack of complete plumbing and kitchen facilities and overcrowding). Detailed tables and analysis are provided in the appendix of this Plan. Table 33 summarizes the CHAS data showing types of households by range of income in Spokane. According to these estimates, there are 42,395 households in Spokane with incomes at or below 80% of HUD-adjusted Area Median Income (AMI).

⁷ Mullin & Lonergan Associates. (2015). *State of Washington Housing Needs Assessment, January 2015*. Affordable Housing Advisory Board.

Table 33: Number of Households by Type and Income

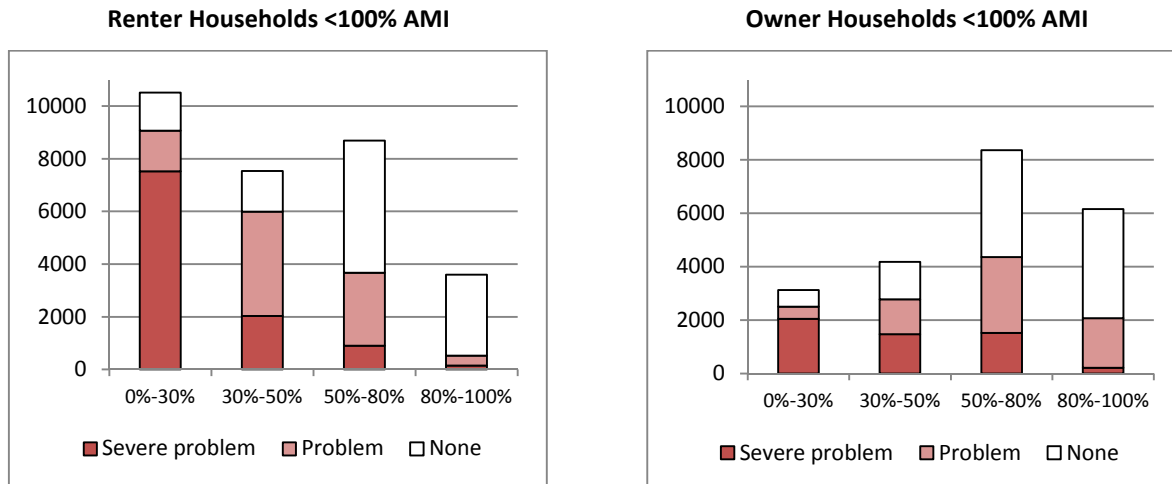
Household Type	0-30% HAMFI*	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total households (HH)	13,640	11,710	17,045	9,745	35,735
Small family HH	3,690	3,420	6,045	4,200	17,855
Large family HH	590	770	1,010	580	2,405
HH with 1+ persons 62-74 years old	1,640	1,785	2,390	1,590	6,350
HH contains at least one person age 75+	1,720	2,020	2,495	1,005	2,865
HH with 1+ children 6 years old or younger	2,130	2,085	2,750	1,660	3,820

*HUD adjusted median family income

Source: 2007-2011 CHAS (CHAS Table 6, IDIS NA 10)

Most Common Housing Problems (NA10)

Housing problems include cost in excess of 30% of household income, lack of complete plumbing/kitchen facilities, and crowding defined as between 1.0 and 1.5 persons per room. Severe housing problems are defined as cost greater than 50% of household income, lack of complete plumbing/kitchen facilities, and crowding defined as greater than 1.5 persons per room. By far the most prevalent problem was cost in relation to income. However, that was not the only problem. An estimated 780 renter households and 100 owners were living in substandard housing, defined as lacking complete plumbing or kitchen facilities. Another 360 renters and 25 owners were living in severely overcrowded conditions, defined as more than 1.5 persons per room.

Figure 7: Renter and Owner Households at or Below Area Median Income with Housing Problems

Source: 2007-2011 HUD CHAS data

According to CHAS data, there were 30,330 renters and 21,810 owner households in Spokane with incomes below Area Median (AMI). It is clear from the figures that:

- There were many more renter households than owners with incomes at or below 30% of AMI and with incomes between 30% and 50% of AMI.

- The majority of both renter and owner households with incomes at or below 30% of AMI had one or more severe housing problems – 72% of renters and 66% of owners. By far the greatest need or condition was cost in relation to income.
- The majority of both renter and owner households with incomes between 30% and 50% of AMI had housing problems, although fewer severe problems – 27% of renters and 35% of owners with incomes between 30% and 50% of AMI had severe housing problems. Again, the most prevalent contributing factor was cost in relation to income.

Populations/Households most Affected by Housing Problems (NA10)

It is not possible to draw conclusions from CHAS data regarding needs by household type. The 2015 *State of Washington Housing Needs Assessment* expresses concerns about several populations. By age and composition, elderly households are and will be looking for different types of housing to meet changing needs – possibly smaller rental units. This demand may compete with other renters. Younger householders are also likely to be challenged, particularly by cost. The *Needs Assessment* (page 42) points out that in Washington close to 60% of younger householders (under 24) were burdened by high costs of housing. The report further points out that single person-households (including the elderly) are most cost-burdened – 61% are – compared to other sizes of households. Finally, people with disabilities have as a rule far less to spend on housing and, therefore, most likely to have housing problems.

Single-Person Households with Needs (NA10)

Over one-third of households in Spokane consisted of people living alone, according to 2008-2012 American Community Survey estimates. This will likely increase because of a number of factors – young people starting out on their own, an increasing share of seniors looking for a change in living, and people opting to live independently for other reasons. Not all will be able to achieve this on their own. Certainly low income in relation to housing costs will be a primary contributor to this inability. Economic needs are not the only concern that must be considered going forward, needs also extend to accessibility. Safe housing for seniors on their own and persons with disabilities includes sufficient units on a single level, with safe transportation, near amenities and services.

The Washington Center for Real Estate Research housing market condition report for Spokane indicated a demand for smaller rental units. There was a lower vacancy rate for 1-bedroom units and studios (2.5% and 3.1% respectively) than for overall multifamily units (3.5%). A July 2014 SLIHC survey limited to publicly-assisted rental housing units in the area revealed a strong demand for housing for singles, particularly studios. The study found that the vacancy rate for studios stood at .6%.

A further view of the need for affordable housing for singles is found in the Spokane Continuum of Care data estimate that in 2013, 1,993 persons in households with only adults experienced homelessness during the year. The vast majority of these households were single persons and 442 were chronically homeless individuals, a particularly vulnerable population. Other indications of need are found on the Spokane Housing Authority's public housing wait list which shows 126 disabled households and 25 elderly households who are waiting for units, most of which must be accessible units.

Disproportionate Need by Race/Ethnicity (NA30)

CHAS tables provide cross-tabulations of problems by income and race/ethnicity of heads of households. The margins of error associated with the estimates (based on American Community Survey sampling) are large, too large in fact to rely on exact percentages within ranges of income. However, enough disparities were observed to conclude that minority householders experienced a disproportionate share of housing problems in some categories compared to the jurisdiction as a whole. Disproportionate is defined as a greater than 10% difference in incidence of housing problems compared to the percent for the jurisdiction as a whole within that income range.

Without regard to household income (that is, across all Spokane households), 37% of Spokane households were burdened by costs in excess of 30% of household income. A disproportionate share of Black/African-American-headed households experienced a cost burden (60% did); a disproportionate share of American Indian/Alaska Native-headed households experienced a cost burden (58% did); and, a disproportionate share of Pacific Islander-headed households experienced a cost burden (65% did).

While even less reliable than the summary data, several areas of disproportionate burden were found within ranges of household income. (See appendix for detailed analysis.) In summary, disproportionate burdens (problems of which cost was the primary contributor) were found for each of the racial/ethnic minority-headed households (Black/African American, Asian, American Indian/Alaska Native, Pacific Islander, and Hispanic) although not in each of the ranges of household income or degree of severity of problem. Those individual findings are not included here because of the high margin of error associated with any on table.

Areas of Concentration of Housing Problems (MA50)

The majority of housing in Spokane was built before 1980. Many older units that have not been maintained over the years are in need of repair, some in quite dilapidated condition. While not exclusively the case, some of the areas of concentration of physical housing problems (conditions) mirror areas of concentration of lower income populations discussed below. Some areas would benefit from a targeted housing rehabilitation program to upgrade housing to community standards of safety and energy efficiency. If the City is focusing its resources in a particular area and a property or properties has a blighting impact on the area, it may be appropriate for the City to undertake removal on a "spot" basis.

Areas of Concentration of Minorities or Low-Income Population (MA50)

Using the definition of minority described above as Hispanic and/or race other than white alone, 16% of the population in Spokane in 2010 was minority. Areas of disproportionate concentration are those in which there is a greater than 10% difference than the jurisdiction as a whole. Accordingly, any block group with 27% or more minority population is considered to have a disproportionate concentration. That was true of nine block groups. The block groups contained 4% of Spokane's population in 2010. The concentration of minority population ranged from 28% to 37% of block group occupants. The

disproportionate areas are primarily located in central Spokane neighborhoods – several block groups south of I-90 and west of Thor, an area south of the Spokane River between Napa and Hamilton, and north of I-90 between Monroe and Ash.

BARRIERS TO AFFORDABLE HOUSING (MA40)

Housing costs are out of reach for many Spokane residents. Those costs are steadily increasing while income for lower wage earners is not keeping pace. Spokane is largely built out. Vacant buildable land is scarce and costly to develop. Materials, labor and transportation costs have increased. New market-rate development responds to demand, which may not favor lower income households. Spokane nonprofit agencies and government partners have made significant advances in developing and preserving housing affordable to people at lower levels of income.

Regulations or policies that directly prohibit development of affordable housing or add cost to housing development can be barriers to production and maintenance of affordable housing. The Regulatory Barriers Database (huduser.org/portal/rbc/rbcresearch) identified a number of potential barriers and solutions in place. In response to the first potential regulatory barrier (some new building materials may not meet code requirements), Spokane allows alternative building methods and materials. In response to the second (increased property taxes discourage rehabilitation or construction of multifamily housing), Spokane exempts certain properties from taxes on increased value. In response to the third potential barrier (zoning codes may not provide for the development of affordable housing), Spokane allows manufactured housing on single family lots, triplexes in duplex neighborhoods, accessory dwelling units, and density bonuses. In response to the fourth potential barrier (lengthy and difficult permitting process), Spokane has streamlined that process. In response to the potential barrier of socioeconomic housing segregation and the need to increase affordable housing, Spokane encourages new developments to include affordable units and is exploring additional innovations to increase affordable housing.

The City of Spokane continues to review land use and housing policies with the goal of increasing affordable housing. Policies and practices to encourage infill in existing built-out areas will be useful, but infill will not meet all needs. Nonprofit housing developers contributing to this Consolidated Plan recommend increased coordination among providers, including government agencies, to identify buildable land, surplus assets and increase the capacity to take advantage of opportunities without unnecessary delays. The City of Spokane is also actively pursuing higher density development approaches (Centers and Corridors), which will provide increased housing as well as access to transportation and amenities.

PUBLICLY ASSISTED HOUSING

Introduction (NA35)

A number of nonprofit organizations and governmental agencies provide publicly assisted housing within the City of Spokane. On the federal level HUD and, to a lesser extent, the Veterans Administration, provide housing resources, allowing for deep subsidies to support some of the lowest income populations. Section 8 Vouchers, public housing operating subsidies, HOME funds, Community Development Block Grant and McKinney-Vento Homeless funds are provided by HUD while the VA allocates Housing Vouchers specifically for veterans and their families under the VASH Program.

At the State level, the Department of Commerce's Housing Trust Fund provides localities with funds for housing development, acquisition, rehabilitation, operations and tenant-based rental assistance (TBRA). In addition, the Washington State Housing Finance Commission assists organizations with homeownership and multifamily rental housing assistance, largely through its programs for low-income housing tax credits.

Locally, the City of Spokane Department of CHHS utilizes resources provided by HUD and the State (primarily through the HOME, Program, CDBG and State pass-through 2160 and 2163 funds generated by local real estate fees). The Spokane Housing Authority operates deep subsidy multifamily programs with HUD program resources and also administers other housing resources with funding from State and local governments to provide, principally, rental housing. The Spokane Housing Authority administers rental assistance programs and owns and operates 125 public housing units, including HUD-subsidized apartment units and properties with rental assistance "attached" to the unit.

Other local organizations also play key roles in the planning and delivery of publicly assisted housing in Spokane. The Spokane Continuum of Care plans for and allocates McKinney-Vento Program funds, and the Greater Spokane Low Income Housing Development Consortium (Spokane Low Income Housing Consortium or SLIHC) provides a platform for developing partnerships among developers and operators of publicly assisted housing as well serving as an advocate for lower income affordable housing. Finally, a number of nonprofit housing development and housing operations entities, most of which are members of SLIHC, develop, operate and/or own subsidized housing for residents of Spokane.

Targeting of Housing Assistance Programs (MA10)

The majority of the Spokane Housing Authority's (SHA) units are targeted to households with lowest incomes (below 30% of AMI and below 50% of AMI).

Housing Choice Vouchers

At least 75% of SHA's 5,077 Housing Choice Vouchers are targeted to those with incomes at or below 30% of AMI. The remaining 25% are available for those with incomes at or below 50% of AMI. While these vouchers serve six counties, approximately 4,300 of them are in use in Spokane County. The Spokane Housing Authority has used a lottery system of admissions for the past several years. However,

the SHA is in the process of adopting local preferences that will target assistance to the most vulnerable citizens. By mid-2015, SHA anticipates having the new system in place. Local preferences will include:

- Families with children, elderly and disabled. Applicants will be selected based on application date and time (when the waiting list is open).
- Homeless and chronically homeless households through a referral system with nonprofit partners. This will be accomplished through memoranda of understanding between the housing authority and local nonprofit service partners.
- Households who are currently living in an approved transitional housing program and who are ready to transition to permanent housing. This will again be accomplished through MOU's with service partners (by referral).

Public Housing

All Public Housing units are targeted to households at or below 50% of AMI. The SHA manages 75 scattered site units that are single family homes and duplexes and a 50 unit set aside for seniors and persons with disabilities. There are no admissions preferences for Public Housing except that the senior/disabled building requires households to be 62 or older or disabled.

Public Housing Developments (MA25)

Table 34: Inventory of Housing Authority Project-Based Units

Project Name	Units	Type	
		Family	Senior/Disabled
Agnes Kehoe Place	51	✓	
Cedar West	74	✓	
Cornerstone Courtyard	50	✓	
Courtview Apartments	14	✓	
Heritage Heights	62		✓
Hifumi En	41		✓
Newark Apartments	6	✓	
Parsons Apartments	50		✓
The Pearl on Adams	35	✓	
Sharon Lord Apartments	4	✓	
Westfall Village	110	✓	
Total owned units	579		

Source: Spokane Housing Authority website.

The Spokane Housing Authority was created under state law in 1971. In its early development years, the major strategy employed to serve the community was to aggressively apply for HUD leased housing assistance. The Housing Authority also took advantage of funding opportunities to develop, purchase and/or reconstruct housing resources. Over time it acquired 125 units of public housing. However, federal resources for new housing construction dried up in the 1980s, making it difficult to finance construction of new subsidized housing. To fill this void, a number of state resources were developed and expanded. The Spokane Housing Authority and other developers used multiple funding sources to

expand their inventories. Resources used to develop the inventory included the State Housing Trust Fund, LIHTC, Build America Bonds, Project-Based Assistance, and Public Housing and Revenue Bonds.

Currently, SHA owns 792 units in 14 complexes or communities. Of these 579 are in 11 communities and 47 scattered site single family and duplexes located in the City as identified in Table 34. Most of these communities are medium-sized housing developments of 40-60 units. Only two developments have more than 70 units with the largest (Westfall Village) containing 110 units.

Public Housing Condition (MA25)

In July 2014, the Spokane Housing Authority completed a comprehensive Program Review/Unit Accessibility Review, assessing agency compliance with Section 504 requirements. At the time of the report, SHA owned a total of 778 units in 13 developments as well as a number of single-family homes that were being sold from their inventory. Three of the above 13 developments were also in various stages of sale or transfer of ownership. In sum, a total of 752 units in ten developments were subject to the requirements of Section 504 and ADA. A total of 50 units (in a single development) were Low-Income Public Housing and a total of 702 units (in nine developments) were affordable properties.

At that time of the report, the SHA managed a total of 25 substantially accessible units which represented just 3% of the total units. Within programs, there were two accessible units in Low-Income Public Housing (just 4% of the total) and 23 units in the affordable properties (3% of the total). These properties were originally constructed without accessible units. Conversion of units for accessibility has been cost-prohibitive to date. The SHA's other properties are mostly tax credit/bond units, and, therefore, do not require accessible units. Nevertheless, SHA is currently considering refinancing other properties to reach the goal of all properties providing at least 5% accessible units.

Public Housing Restoration/Revitalization Needs (MA25)

Two separate projects make up the 125-unit Public Housing inventory. The Parsons is a 50-unit senior/disabled building. The Capital Needs Assessment identifies approximately \$20,000 per unit required for rehabilitation. SHA is using the Rental Assistance Demonstration (RAD) Program to opt the Parsons out of the Public Housing Program later this year. The 50 units will be transferred to a Limited Liability Partnership where SHA is the General Partner. The units will then be rehabilitated using a 4% tax credit/bond structure. This proposal is awaiting final HUD approval anticipated in summer 2015. In addition to rehabilitation, the RAD will provide project-based vouchers for the units to insure continued affordability for the residents.

Scattered Site Public Housing accounts for 75 units. The second phase of the RAD program is to opt all 75 units out of the Public Housing Program. The agency expects to use 75 units of project-based assistance provided through RAD, attaching them to other units SHA already owns or controls. Residents will be relocated following Uniform Relocation Act (URA) requirements. SHA will sell the 75 units on the open market. SHA anticipates using the proceeds to fill the financing gap for creating new affordable

housing units in the community through tax credits and/or bonds. The goal is to create from 210 to 280 tax credit/bond units.

Public Housing Tenant Strategy (MA25)

The SHA Board of Commissioners includes at least one member who is a resident in SHA housing. This representative provides the agency with the resident perspective on a broad range of issues. SHA develops its annual plan with resident consultation and the opportunity for resident feedback on the plan before adoption. Throughout the year, SHA sponsors various resident social events designed to provide an opportunity for residents to interact with SHA staff and their neighbors.

Vouchers/Certificates (MA10)

A total of 5,077 vouchers are currently managed by the housing authority in six counties (including Spokane, Lincoln, Pend Oreille, Stevens, Ferry and Whitman Counties). The vast majority of vouchers (97%) are tenant-based offering the participants maximum choice in selecting their homes. Additional vouchers are needed to meet the demand demonstrated by the number of households applying to be on program's wait list. The agency does not manage a certificate program.

Table 35: Public Housing by Program Type

Vouchers/ Certificates	Program Type								
	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Special Purpose Voucher		
							VA Supportive Housing	Family Unification Program	Disabled*
Total	0	0	125	5,077	209	3,911	259	87	611

Source: Spokane Housing Authority

The racial/ethnic characteristics of the tenants in the project based public housing program (including units in the county) generally mirror the population of the City. A total of 86% of project based tenants are white compared with 87% of the general public. No ethnic or racial population differs by more than 2% of the general population characteristics.

Housing Authority Wait Lists (NA35)

In January 2014, the SHA Section 8 Housing Choice Vouchers wait list was opened to applicants in Spokane County for a 2-week period. The housing authority received 4,000 applications as the first step to establishing a wait list. From these applications, 2,000 were chosen through a random lottery to be placed on a waiting list.

In January 2015, the agency again opened the wait list for Vouchers for a 5-day period. Over 4,000 applications were received, a significant increase over the previous year. In February 2015, a random lottery was held to determine which 600 applications would be placed on the waiting list. The Spokane Housing Authority also maintains a separate wait list for public housing units located within the City of Spokane. This wait list is currently closed and is only very rarely opened because turnover in the 125

units is very slow. As of January 2015, the agency's public housing wait list included 692 households. The vast majority (76%) female heads of household.

Comparison with Needs in Population at Large (NA35)

The applicants on the current wait list for public housing generally have far fewer resources than the households in the population at large. Lack of income and living wage jobs are common among applicants. Families with children represented the largest population type on the list, applicable to 512 families (73% of the 692 households). There were on average 4.4 persons per family households, larger than the general population. The percentage of families applying for public housing was much greater than the City's overall percentage of families in the City.

The wait list included 126 disabled households (representing 18% of applicants on the list) and 25 elderly households (4%). These percentages were both considerably lower than the overall City percentages for those populations. However, it is difficult to make judgments regarding the implications on the needs compared to the overall population based on this wait list information because eligibility requirements and because the number of units included in the public housing program is so small. Many potentially eligible applicants may not apply for assistance in this program and instead apply for the much larger Section 8 program.

Need of Those on Wait List for Accessible Units (NA35)

There are 126 disabled households and 25 elderly households on the wait list for public housing indicating a need for accessible units in the program.

Other Assisted Housing and Programs

The Greater Spokane Low Income Housing Development Consortium (Spokane Low Income Housing Consortium or SLIHC) was created as a nonprofit corporation in 1990 in response to an identified need to "increase the availability of appropriate and affordable housing for low income residents of Spokane." The membership association "promotes the long-term availability and maximum use of affordable housing in Greater Spokane."

Its mission is to improve the environment for efficient and substantial nonprofit initiatives which promote the long-term availability of housing that is appropriate and affordable for low income and very low income persons. The Consortium includes nonprofit and public members and associate members that develop and promote affordable housing, and supportive members including lenders, private sector firms, contractors, attorneys, and others that support affordable housing.

SLIHC offers support to its members by providing a revolving loan fund for land acquisition and infrastructure, by hosting monthly meetings to address housing issues, and by sponsoring trainings and seminars. The Consortium also provides community education by informing area citizens, people that seek and reside in low-income housing, organizations and individuals interested in promoting affordable

housing, owners that lease to people of low income, and public officials that make policies that affect affordable housing about critical housing issues through a monthly newsletter and information events.

SLIHC advocates for affordable housing by researching public policies affecting the development, financing, ownership, management and preservation of affordable housing, and providing testimony at public meetings, written comments to local, state and federal government agencies, and participating in state and national advocacy organizations. The Consortium is committed to strengthening the network of nonprofit housing developers and providers and property managers in the Greater Spokane area, and to facilitating the coordination and collaboration of low-income housing development and management to ensure the most complete and efficient use of affordable housing resources.

Thirteen members provide a substantial share of the affordable rental housing for lower income households available in Spokane County. As of July 2014, SLIHC members managed 3,070 units countywide of which 2,215 (72% of the total) were located in the City of Spokane. All were affordable to households earning below 80% of Area Median Income.

A semi-annual survey is conducted of member-provided rental units and vacancies to help assess need. Reflecting a strong demand for publicly assisted rental housing, the July 2014 countywide survey found a vacancy rate of 1.8% among all projects, down from a 2.9% rate in July 2013. Importantly, the vacancy rate had fallen to .6% for studio apartments, indicating an even greater need for single person housing.

Additional assisted housing resources currently provided by other nonprofits and agencies maintain a varied inventory of permanent publicly-financed rental housing within the City. These housing developments include projects financed with Federal, State and local funds. Many are financed through multiple sources. According to the latest query of the SLIHC data base, there were a total of 6,364 publicly-financed affordable rental units in 289 projects within the City of Spokane in 2011. While all of these resources offer housing affordable to households with incomes of 80% or less of the area median income, all but a few focus on households at 50% or below area median income with many including targets for the lowest income populations.

Housing providers in the area continue to aggressively expand the supply of affordable publicly-assisted housing. In the winter 2014-2015, six housing providers applied to the Washington State Housing Trust Fund for financing of 245 units (new construction and acquisition/rehabilitation) in eight developments. Most of these applications targeted special needs populations or homeless households. In addition, three new proposals (130 units) for Low Income Tax Credit (LIHTC) financing for housing primarily for special needs populations have been tentatively approved at the Washington State Housing Finance Commission (WSHFC).

Potential Loss of Units (MA10)

The WSHFC has a significant portfolio of LIHTC-financed properties in Spokane. These include 2,530 units in 29 properties with Spokane addresses. According to WSHFC data, there is no danger of a loss of

subsidy to these properties at least through 2020. However, there is the potential for some of the units being ultimately lost due to compromises to the integrity of structures and/or financial infeasibility due to aging and continual deferral of major repairs and upgrades. After 15 years, the investor tax credits end, reducing the incentive for the investor to provide continued support to the project. In some cases, the rent structure is not sufficient to cover the cost of necessary improvements/replacements. Additional capital is needed to sustain these structures. To finance rehabilitation costs and recapitalize their properties, some housing sponsors in Spokane are currently seeking funding from the Washington State Housing Trust Fund. Over the long term, recapitalization of older projects may reduce the availability of tax credits for new projects, unless alternative sources are identified.

HOMELESSNESS

Introduction (NA40)

Homelessness remains persistent in Spokane and much remains to be accomplished in meeting the goal of ultimately ending homelessness. The annual homeless point in time count conducted on January 23, 2014 found over 1,100 persons homeless on the streets or in homeless facilities. Many other homeless persons went uncounted or were precariously housed.

Table 36: Homeless Needs Assessment

Population	Estimated # of persons experiencing homeless on a given night		Estimate experiencing homelessness each year	Estimate becoming homeless each year	Estimate exiting homelessness each year	Estimated days persons experience homelessness
	Sheltered	Unsheltered				
Persons in HH with adult(s) & children	434	18	1,323	1,120	1,045	132
Persons in HH with only children	10	6	47	64	55	197
Persons in HH with only adults	550	131	1,993	806	552	185
Chronically homeless individuals	85	66	442	117	81	128
Chronically homeless families	26	2	82	5	8	136
Veterans	82	3	249	139	84	257
Unaccompanied child	10	6	47	64	55	197
Persons with HIV	4	0	12	3	3	70

Note: Data in the last four columns have only recently been captured; historical information is not readily available.

Source: 2014 Countywide Point-in-Time Count and 2013 HMIS.

Community leaders, homeless program providers and the Spokane Continuum of Care have been working to reduce homelessness and ultimately end it. To provide a road map toward achieving the goal of ending homelessness in Spokane, the community has developed a long-range strategic plan – *Strategic Plan to End Homelessness in Spokane 2015-2020*. The following discussion summarizes key components of that Plan.

Homelessness on a Given Night

The January 2014 count found a total of 1,149 persons homeless in Spokane County on a single night. This total is composed of sheltered and unsheltered homeless persons who are in families with adults and children, unaccompanied youth, or households composed of single adults or couples (see Table 35). Caution should be exercised in using point in time data as it represents a major undercounting of the actual number of persons homeless on a single day. Causes of undercounting include an inability to reach all areas of the county, insufficient census takers, homeless persons' avoidance of census takers, weather, and fear of authority.

Among those counted, 87% were temporarily housed in shelters or transitional housing and only 13% were unsheltered. The majority (59%) of homeless persons found were single adults or adult couples. This is comparable to the 63% found nationally in the 2013 homeless count. Almost all of the remaining homeless counted were in 146 family households with children, representing 39% of the total. Sixteen of those counted on that single night were unaccompanied children. While the continuum of care system was able to house almost all of the homeless families with children found during the count, 20% of the non-family homeless adults were unsheltered on that date.

Within total persons counted are persons identified by specific characteristics or health conditions. Chronically homeless persons are a major subpopulation of the homeless. Persons categorized as chronically homeless individuals in the Spokane region equaled 15% of the total homeless, compared to the 2013 national count of that population which found 18%. Importantly, 44% of this population was found unsheltered on the night of the count.

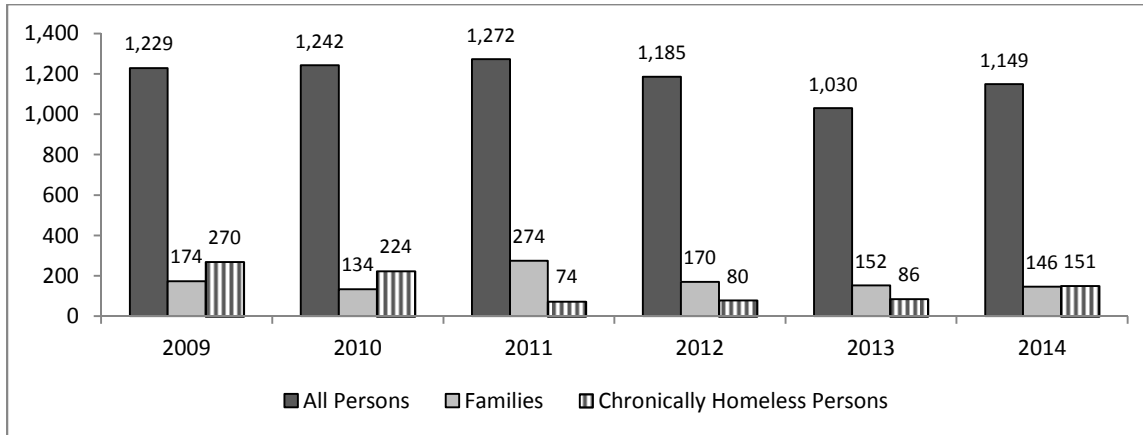
Approximately 22% those counted either reported, or were observed to have, serious mental illness (nationally – 25%). Another 16% were identified as persons with chronic substance abuse. Persons who reported they have been victims of domestic violence equaled 21% compared to national estimates of 30%. Significant numbers of these three vulnerable subpopulations were found unsheltered.

In addition to these health and societal causes of homelessness, poverty is primary. Other contributing factors include unemployment, loss of job, high housing costs, illness, poor credit history, landlord-tenant problems, substance abuse, and lack of education.

Figure 8 shows the number of homeless persons found in the one night counts from 2009 to 2014, and shows there has been only limited variation of the total number of homeless found over the years. While other factors (such as weather, local economy, changing survey scope) may affect the numbers, it is clear that homelessness in Spokane is a persistent issue. However, some variations are worth note. The number of homeless families counted declined by 47%, from 274 in the 2011 to 146 in 2014. The number of homeless persons reporting they were survivors of domestic violence increased from 75 in 2009 to 238 in 2014. This may be improved awareness and reporting of domestic violence. Clearly, however, domestic violence is a major issue in the community. The number of persons identified as

chronically homeless decreased from 270 in 2009 to 151 in 2014, although the 2014 count was up from the previous year. Increased permanent supportive housing capacity hopefully has reduced the incidence of sheltered and unsheltered persons considered to be chronically homeless.

Figure 8: Point-in-Time Count Spokane County 2009-2014



Source: Spokane County Point-in-Time Counts.

Homelessness during 2013 Calendar Year

Table 34 reflects the extent of homelessness on a single night and over time. The Homeless Management Information System (HMIS) in Spokane is beginning to provide new information to track homelessness. As the table shows, there are significantly higher numbers of persons captured by the system when viewed over a 12-month period tracking persons experiencing homelessness rather than only on a single date.

A total of 3,363 persons were estimated to have experienced homelessness at some point during calendar year 2013. A substantial number of those (1,990) were estimated to have entered into homelessness during the year. The average length of time people experienced homelessness was 171 days (almost six months), which is a concern. Importantly, data reflect that the time in homelessness is even higher for three of the more vulnerable subpopulations: veterans (257 days), unaccompanied youth (197 days) and households with children (197 days).

Rural Homelessness (NA40)

While there are homeless persons camping or staying in areas outside of the urbanized area, they are considered to be limited in number and largely have similar needs and characteristics to those found in the urban area.

Families in Need of Housing (NA40)

Persons in homeless families with children represent about 40% of all homeless persons found in Spokane. Families headed by veterans are a small subcategory of this population. Recent progress has been made in improving the intake and assessment/placement system for families. As a result, more families with children are being referred to housing under the Housing First model. Fewer homeless

families with children counted in recent point-in-time counts were found without shelter. The number has dropped from a high of 21 families unsheltered in 2009, to only six families in 2014. Overall (sheltered and unsheltered), the number of homeless families counted has fallen – from 274 homeless families in 2011 to only 146 in 2014 (47% fewer).

Families are particularly vulnerable to lack of affordable housing. Many are female-headed households who are disproportionately impoverished. This population requires housing affordable to them that is near schools, transportation and job centers. Rapid rehousing resources, including tenant-based rental assistance, are generally a good match for their needs.

Extent of Homelessness by Race and Ethnicity (NA40)

The 2014 Spokane County Point-in-Time Count indicates that minorities were generally overrepresented among the homeless populations. While racial minority populations in the county equaled 11% of the population in 2010, they represented almost 28% of the homeless counted in 2014. By ethnicity, Hispanic homeless persons equaled 15% of the homeless population encountered whereas they totaled only 5% of the population in Spokane County.

Table 37: Sheltered and Unsheltered Homeless by Race/Ethnicity

Race	Sheltered	Unsheltered
White	313	13
Black or African American	32	5
Asian	3	0
American Indian/AK Native	20	0
Pacific Islander	28	0
Ethnicity	Sheltered	Unsheltered
Hispanic	65	0
Not Hispanic	369	18

Source: 2014 Countywide Point-in-Time Count

Housing Needs of those At-Risk (NA10)

The most common issues facing households at risk of homelessness are lack of income and unaffordable housing. Vulnerable populations need living wage jobs to pay for the adequate housing. Lacking income, housing subsidies to maintain affordable rents are necessary. For many of those at risk, the availability of affordable rental housing with community supports can prevent their homelessness. Rapid Rehousing resources using the Housing First model of placement is a promising method of preventing homelessness as well as returning persons who have fallen into homelessness, back to stability.

For other at-risk persons with major difficulties such as addictions, mental illness or physical illness, the availability of stabilizing housing with supportive services is key. Permanent supportive housing is the primary form of housing that can prevent these subpopulations from falling into homelessness or returning to homelessness. Spokane's subsidized rental housing inventory has the variety of housing types needed to help prevent homelessness. However, it lacks sufficient numbers (housing units) to meet all the needs of its at-risk residents, let alone those who are cost-burdened.

Estimates of At-Risk Populations (NA10)

There are no reliable data at the community level to make a valid estimate of the number of households at risk of homelessness. Persons with extreme cost burdens and, in general, populations with very low incomes (30% or less of AMI) are among the most vulnerable to homelessness. While the CHAS data can be a beginning point for estimates in terms of numbers of very low income households, a combination of factors contribute to risk, such as domestic violence, illness, addiction, high health and housing costs, and unemployment.

Unstable Housing and Risk of Homelessness (NA10)

Among the housing issues facing persons at risk of homelessness are doubling up or overcrowding (often aggravating family dysfunction or domestic violence), substandard housing, high maintenance costs (for homeowners), unaffordable rental costs, and the high cost of utilities. Homeless providers in the City, through the newly established Coordinated Entry and Assessment system, consider these conditions and seek successful housing placements to prevent returns to homelessness.

Homeless Housing Resources***Introduction (MA30)***

The community has developed a variety of housing with services to meet the needs of homeless persons coming into the system and those on the brink of homelessness. In January 2014, agencies operated a total of 1,355 permanent, year round beds for homeless persons in Emergency Shelters (705 beds) and Transitional Housing Facilities (650 beds). In addition, 656 Permanent Supportive Housing (PSH) beds for persons with disabilities were in place, soon to be supplemented by 75 additional beds under development at this writing.

This inventory has resulted from a conscious and significant change to Spokane's housing resources over the past six years. Facilities have been retooled to focus on highest needs and most effective delivery systems, while increasing the overall inventory of beds. Since 2008 when 234 PSH beds were available, the region has almost tripled (up 280%) the number of PSH beds, responding to nationally-identified best practices in solving homelessness for the most vulnerable populations. At the same time, emergency shelter resources increased only 8%, reflecting the relative priority of providing more long term stabilizing housing resources. Transitional housing resources increased by 19%.

More detailed project information on homeless housing resources can found in the Spokane Homeless Inventory Chart (HIC) which is updated annually. The HIC indicates that the community has a wide variety of housing available to serve homeless populations. In recent years, the number of beds designated for chronically homeless persons has increased significantly. The number of beds for veterans has increased even more in the past three years with the federal government taking the initiative to provide new resources.

Table 38: Facilities Targeted to Homeless Households

Population	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (current & new)	Voucher/ Seasonal Overflow Beds	Current & New	Current & New	Under Development
HH with adults & children	262	5	459	253	0
HH with only adults	377	0	265	464	75
Unaccompanied children	37	0	37	0	0
Chronically homeless	0	0	0	251	0
Veterans	0	0	46	275	0

Note: Not included are Rapid Rehousing projects providing 41 beds for households with children and 184 beds for persons in households with only adults.

Source: 2014 Homeless Housing Inventory Chard (HIC)

Services

Mainstream Services Availability (MA30)

Homeless providers in the Spokane Continuum of Care have been meeting regularly over the years to coordinate the use of mainstream resources and to assure that eligible clients receive benefits for which they are eligible. All major federal mainstream services are available in the community and staff are periodically trained on program provisions and accessibility through SOAR. Mainstream services programs include TANF, WIC, Food Stamps, Medicare, Medicaid, Veterans healthcare, SSI, and SSDI.

Many of the mainstream resources are obtained through the Community Services Offices of the Washington State Department of Health and Human Services, the Spokane County Department of Health, the Veterans Administration Offices and Social Security. Case managers from homeless housing providers and service agencies closely coordinate with the local offices to assure appropriate services are made available to their clients and are actually accessed.

Nonmainstream Services Availability (MA30)

As Table 39 indicates, a variety of nonmainstream services are available in the Continuum of Care. To assist in referrals, a Community Resources Guide has been developed that provides contact information for accessing the primary homeless prevention and homeless services resources. Detailed information on specific housing and services resources can be found in the *Community Resource Guide* (found at www.snapwa.org).

Recent improvements to the intake, assessment and referral system resulted in two coordinated assessment systems for homeless populations. Salvation Army is the lead agency for the Homeless Families Coordinated Assessment (HFCA) system and is the portal to housing and services. Among primary members of the partnership implementing the newly-established system are SNAP, Transitions, Catholic Charities, Volunteers of America, YWCA, Salvation Army, and Family Promise Spokane.

The Singles Homeless Coordinated Assessment (SHCA) is a decentralized assessment system where individuals can be assessed for housing at five different locations throughout Spokane (SNAP, House of

Charity, Women's Hearth, Volunteers of America: H3, and Goodwill: SSVF). SNAP serves as the lead agency, completing a majority of the assessments and overseeing training of SHCA assessors. Individuals are initially assessed using the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) and prioritized for a specific housing intervention based on his or her VI-SPDAT score. In general, the individual with the highest VI-SPDAT score, indicating the greatest vulnerability, is referred to the next available housing opening.

Table 39: Homeless Prevention Services Summary

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	✓	✓	✓
Legal Assistance	✓	✓	✓
Mortgage Assistance	✓	✓	✓
Rental Assistance	✓	✓	✓
Utilities Assistance	✓	✓	✓
Street Outreach Services			
Law Enforcement	✓	✓	✓
Mobile Clinics	✓	✓	✓
Other Street Outreach Services	✓	✓	✓
Supportive Services			
Alcohol & Drug Abuse	✓	✓	✓
Child Care	✓	✓	✓
Education	✓	✓	✓
Employment and Employment Training	✓	✓	✓
Healthcare	✓	✓	✓
HIV/AIDS	✓	✓	✓
Life Skills	✓	✓	✓
Mental Health Counseling	✓	✓	✓
Transportation	✓	✓	✓
Other			
Other			

Source: 2012 Update of 10-Year Plan to End Homelessness as updated by members of the Continuum of Care in 2014

POPULATIONS WITH SPECIAL NEEDS

Introduction (NA45)

Some populations are especially vulnerable. It is assumed that they will have temporary or long-term requirements for additional support. Those populations are introduced in following sections: persons who are elderly and frail; persons with mental, physical or developmental disabilities; veterans, particularly homeless veterans; victims of domestic violence; unaccompanied youth; persons with HIV/AIDS. While the topics are introduced somewhat independently, the special needs often overlap.

Types of Special Needs (NA45)

Elderly/Frail Elderly

HUD defines elderly as age 62 and older and frail elderly as those requiring assistance with three or more activities of daily living (bathing, walking, light housework, etc.). As the “baby boomers” (those born between 1946 and 1964) age, the proportion of elderly and then frail elderly will increase. The projection in Washington is that 20% of the population will be 65 or older by 2030, and in Spokane County 21% of the population will be 65 or older by 2030. At the same time that care needs of an aging population increase, OFM projects that the share of working age individuals will decline relative to the population dependent upon them.

The elderly are vulnerable on many fronts. Many have reduced income with retirement – surviving spouses even more so. ACS estimates (2008-2012) that 11% of seniors (65 and over) in the City of Spokane and 9% in Spokane County were living below poverty. The official poverty threshold, however, does not adequately estimate economic insecurity. The Washington Elder Economic Security Initiative calculated a standard for economic security based on an assessment of housing, food, health care, transportation and essential personal and household items.⁸ In Spokane County, average Social Security was below the standard for single men and women, as was the median income in retirement for single women. While the standard varies with tenure, whether the senior is alone or in a couple, and whether there is a mortgage, the conclusion is that many seniors do not have enough to meet basic needs – a far greater percentage than is estimated by the poverty level.

The cost for long-care care (in-home) dramatically increases the amount of income a senior, or person with disabilities, needs to be secure (Elder Economic Security Index). As an example, in 2014 a single owner without a mortgage would need an annual income of \$19,224. Adding 16 hours of care would more than double the Index (to \$46,675). The requirement of 36 hours a week of care would raise the Index to \$73,464 for the single individual living in a home without a mortgage. Fixed income, such as Social Security, sees modest annual increases; actual increases in cost of living are far from modest.

Isolation is a concern and often undetected. Many seniors live alone – 11% of all households in Spokane were single individuals 65 and older (2010 census) and most of those (73%) were women. Access to amenities and services is especially difficult for seniors who should not or cannot drive. There is an increased burden on the system of services, on family and on friends for caregiving.

Seniors are also more likely to have a disability, most frequently an ambulatory difficulty. (Note that the ACS question asks about a “serious” difficulty walking or climbing stairs.) In the City of Spokane, 41% of people 65 and over (not living in institutions) had a disability (2012 5-year ACS estimates) and 63% of those individuals had an ambulatory disability, likely in addition to other disabilities.

⁸ Wider Opportunities for Women, *Elders Living on the Edge: When Meeting Needs Exceeds Income in Washington* (Washington, DC: Wider Opportunities for Women, 2011).

Aging and Long Term Care of Eastern Washington (ALTCEW) is the designated Area Agency on Aging covering five counties including Spokane, Ferry, Pend Oreille, Stevens and Whitman. In the 2012-2015 Plan, the agency set a number of priority issue areas including: aging-friendly communities; family and kinship caregiver support; access to information and assistance; in-home services; healthy lifestyles; housing (affordable and accessible options); transportation; elder rights and abuse prevention; and, older Native Americans.⁹ Consistent with ALTCEW spending priorities, discretionary funds in Spokane County are awarded to agencies providing a number of services, top among them are case management, information and referral, home delivered meals, and limited in-home care. Sharing results of recent focus groups in contributing to this Consolidated Plan, ALTCEW identified the need to address high costs of living, the need for “aging friendly” communities (housing on one level, access to amenities), walkable communities (sidewalks clear of snow), and safe and accessible transportation, to name some of the early concerns.

The Washington State Department of Social and Health Services published a report¹⁰ summarizing findings of a survey of potential clients and their families and service professionals that addressed the needs of older adults and people with disabilities. The results painted a not surprising picture of people wanting to live as part of communities and families, with access to in-home supports and accommodations to enable them to live safely. There was concern about running out of money, of being isolated, and being a burden on care-givers and families. Access to community services, including recreation, was emphasized by both potential clients/family caregivers and providers.

Persons with Mental or Physical Disabilities and Developmental Disabilities

The 2008-2012 ACS estimated that 13% of Spokane’s population between the ages of 18 and 64 had a disability, as did 5% of those under the age of 18. People 65 and older represent the largest cohort with disabilities – 41% had a disability, most frequently (serious difficulty walking or climbing stairs). A recent analysis of 2012 single-year ACS data for Washington State provides insights into the extent of disabilities for the working-age population (21 to 64).¹¹ Statewide, the employment rate of working age people with disabilities was 37%, compared with 77% for persons without disabilities. In the same year, 23% of persons with disabilities had full-time, full-year employment, compared with 55% of persons without disabilities. About 18% were receiving SSI and 26% were living in poverty (compared with 11% of working-age adults without a disability).

The Washington Department of Social and Health Services (DSHS) served 1,905 clients with developmental disabilities in Spokane and 3,878 in Spokane County between July 2012 and June 2013.¹² An array of services is available in Spokane for persons with developmental disabilities of all ages, although not enough to meet needs. According to information provided by one of the agencies (arc-

⁹ Aging and Long Term Care of Eastern Washington. *2012-2015 Area Plan on Aging and Long Term Care for Planning and Service Area #11 State of Washington*.

¹⁰ Kohlenberg, L., N. Raiha, and B. Felver. (2014). *What Do Older Adults and People with Disabilities Need: Answers to Open-Ended Questions from DSHS’ Aging and Long-Term Support Administration State Plan on Aging Survey*. Washington State Department of Social and Health Services, Research and Data Analysis Division.

¹¹ Erickson, W., Lee, C., & von Schrader, S. (2014). *2012 Disability Status report: Washington*. Ithaca, NY: Cornell University Employment and Disability Institute (EDI).

¹² (clientdata.rda.dshs.wa.gov)

spokane.org), Spokane County is home to between 7,000 and 14,000 people with an intellectual or developmental disability.

Table 40: Populations with Disabilities

Age Group	Spokane	County	Washington
Under 18	5%	5%	4%
18 to 64	13%	11%	10%
65 or older	41%	39%	37%

Source: 2008-2012 American Community Survey

While needs of persons with intellectual or developmental disabilities (I/DD) depend on the nature and extent of the disability, needs tend to be ongoing, met largely within the family (70% live in family homes) and usually with inadequate additional public support. Family caregivers need support as well, including respite. That many caregivers are aging raises new concerns for the future. The needs are often misunderstood leading to unnecessary social isolation and missed opportunities for fulfilling employment, healthy relationships, and maximum independence. All of the challenges faced by other populations with special needs are more challenging, but not unsurmountable, for people with intellectual or developmental disabilities. However, to get there, steps must be taken to overcome underemployment (70% unemployed and/or working for insufficient compensation), lack of income (SSI alone is meager as is the \$2,000 ceiling on savings), poor accessibility (to transportation, services, medical and dental care), and lack of appropriate affordable housing (a primary need for most).

Mental illness ranges from mild and short-term to chronic, lifetime conditions. Publicly funded services tend to focus on people whose illness affects their ability to work and live in the community independently. The Washington Department of Social and Health Services provided mental health services to 7,926 lower-income qualifying clients in the City of Spokane (2012-2013). The majority of the services were outpatient evaluation and treatment, followed in frequency by crisis intervention.

It is difficult to measure the incidence of serious mental illness (SMI). A 2003 study by DSHS estimated that there were 22,288 persons with SMI in the Spokane County RSN (Regional Service Network) that covers eight counties (Spokane, Pend Oreille, Stevens, Ferry, Okanogan, Lincoln, Grant and Adams). About 56% of that estimate was thought to be Medicaid eligible. Included in the total estimate were 7,525 children with serious emotional disorders (SED).¹³

Mental illness is the primary disabling condition (about 47%) among Washington's SSI recipients (clients age 18-64) followed by developmental disabilities (about 16%).¹⁴ The Patient Protection and Affordable Care Act (ACA) provides a financial incentive for treatment of mental illness prior to it becoming a disabling condition. Beginning in 2014, persons under age 65 with incomes at or below 133% of poverty

¹³ Washington Department of Social & Health services, Health & Rehabilitative Services Administration, Mental Health Division. (2003). *The Prevalence of Serious Mental Illness in Washington State: Report to the Legislature*.

¹⁴ Mancuso, D., Ford Shah, M., and Felver, B. (2011). *Disability Caseload Trends and Mental Illness: Incentives under Health Care Reform to Invest in Mental Health Treatment for Non-Disabled Adults*. Washington Department of Social and Health Services, Research & Data Analysis Division.

are eligible for Medicaid. Under the Medicaid Expansion and federal funding, it is less costly for Washington to provide adequate treatment to prevent a disability than waiting until the person falls under federal disability, which requires a 50% match by the State.

Providing appropriate and timely assessment, treatment and support services is a challenge made more difficult by lack of adequate funding. In a 2015 study by Mental Health America, Washington State was rated among the highest in prevalence of mental illness and the lowest access to care (the are related measures).¹⁵ Washington achieved an overall ranking of 48 (out of 51). Contributors to the development of this Consolidated Plan consistently mentioned the need for crisis intervention, housing and supportive services for persons with mental illness. Mental illness is a primary factor in homelessness, including homeless veterans.

Veterans

Nationally, data show that the majority of homeless veterans are male (92% are) and disproportionately African American or Hispanic (40% are). An estimated 12% of persons who are homeless in the United States are veterans. The majority suffer from mental illness and/or alcohol or substance abuse. They have served in war, mostly since Vietnam and in more recent Middle East war zones. Veterans who have experienced combat may suffer from PTSD and/or have suffered from brain injuries or trauma. These injuries leave them vulnerable to family disruption. Lack of education or training outside of the military adds to the stress of transferring military skills to civilian life.

In 2013 over 58,000 veterans were found homeless across the nation. In the 2014 Spokane County Point-in-Time count, 7% of homeless persons counted were veterans. It is assumed that many more were homeless than counted as many seek to avoid contact with authorities. It is estimated that about 250 veterans are homelessness in Spokane at some point in calendar year. Importantly, homeless veterans experienced homelessness for long consecutive periods – 257 days on average – longer than any other homeless population.

In addition to those actually homeless, another estimated 1.4 million veterans nationally are considered to be at risk of homelessness due to poverty and lack of support networks.¹⁶ Housing and services are major needs, particularly affordable housing, medical care, and mental health care.

The Veterans Administration has introduced a major national initiative to end homelessness for veterans and to provide an array of services and housing supports to those at risk of homelessness. While still insufficient, the Spokane area has taken advantage of health care for homeless veterans and significant resources for housing vouchers.

¹⁵ Mental Health America. (2015) *Parity or Disparity: The State of Mental Health in America*.

¹⁶ National Coalition for Homeless Veterans (nchv.org)

Persons with Drug and Alcohol Dependency

The Washington Department of Social and Health Services (DSHS) served 3,254 lower-income clients with alcohol and substance abuse-related services in the City of Spokane between July 2012 and June 2013. Most of the services were outpatient treatment and assessments. Substance abuse disorders may accompany mental illness and are often co-occurring disorders. Both mental illness and substance abuse disorders are factors in homelessness in Spokane.

Domestic Violence

Data on the actual occurrence of domestic violence are remarkably limited. Certainly violence in the home and in relationships cuts across societal measures – income, occupation, race, ethnicity. Statistics are limited to some extent by the sources of data. National crime databases show reported incidences, those to which police respond – both men and women can be charged in a single incidence. The National Coalition against Domestic Violence (NCADV), drawing in part on the crime statistics, reports that nationally:

- 1 in 3 women and 1 in 4 men have experienced some form of physical violence by an intimate partner within their lifetime
- Intimate partner violence is most common among women between the ages of 18-24
- Intimate partner violence accounts for 15% of all violent crime

The National Network to End Domestic Violence reports on violence from another perspective – those seeking help from agencies. This is more a snapshot of the more vulnerable – those who experience barriers in escaping violence such as lack of income, lack of personal esteem, immigrant status, absence of family or peer support. The *2013 Domestic Violence Counts* statistics for the 24-hour count in Washington State, the Network reported that 2,082 victims were served in one day.

According to data compiled by the Washington State Coalition Against Domestic Violence, having limited options for economic stability can keep victims in relationships with violent abusers.¹⁷ Lack of affordable housing is key among the barriers to escaping abuse. Washington State tracks domestic violence-related deaths. In the 10-year period between 2004 and 2013, there were 30 such homicides in Spokane County and 11 abuser suicides.

The YWCA of Spokane works with victims of domestic violence and provides an array of services, including housing. The 2013 agency Annual Report showed that domestic violence counseling was provided to 1,086 victims, safe shelter to 412 victims and legal advocacy to 3,199 victims. While no person in imminent danger is turned away from shelter, making the transition to safety is met with multiple barriers – lack of affordable housing, lack of legal representation, finding suitable employment, and recovering from abuse. While victims of domestic violence are protected from discrimination, the presence of protective orders alone can persuade landlords against renting.

¹⁷ (wscadv2.org)

Persons with HIV/AIDS (NA45)

According to Washington State HIV Surveillance Semiannual Report (1st Edition 2014), there were 113 new cases of HIV diagnosed in Spokane County between 2009 and 2013, for a total cumulative diagnosis from 1982 of 821 cases. As of the end of December 2013, 210 persons in Spokane County were known to be living with HIV (not AIDS) and 287 persons living with AIDS. The local incidence of HIV/AIDS is relatively small; however, the disease is becoming more prevalent in suburban and rural areas. In addition 44% of new cases between 2009 and 2013 in Spokane County were late HIV diagnoses (diagnosed with AIDS within 12 months of being diagnosed with HIV).

Homeless Youth (NA45)

The Spokane School District reports the number of homeless youth is steadily and significantly increasing. Over the four latest reported school years, the number of homeless youth identified has risen each year from 856 in 2009-2010 to 1,784 in 2012-2013. In the latest school year, almost two-thirds were in a doubled-up housing situation (couch surfing). While the number of homeless youth is generally evenly distributed throughout grades K-11, the number of high school seniors who are homeless is almost double other years. These numbers only reflect homeless youth in school. Many others have most assuredly already dropped out and are no longer in school.

Unaccompanied youth in general face two major issues: lack of skill and experience to qualify for or obtain living wage jobs and the inability to obtain housing (unable to sign leases and or otherwise find housing they can afford). Under Washington State Law, youth aging out of foster care may access rental assistance provided by the State. However, the assistance is insufficient to meet their long-term needs for stable, affordable housing. Opportunities for employment are limited for youth in general and especially for those who have dropped out of school. Education and skills development, including GED and vocational training, are needed in order to compete for jobs. Many youth also need mental health services and substance abuse treatment and counseling to stabilize their lives. In addition, the expectation that youth will have the maturity to live without assistance is unrealistic for most. Unaccompanied youth have even greater need for positive supports, constructive activities, guidance/mentoring, and financial support from a system providing flexible help for changing needs.

Housing and Support Services for Persons with Special Needs***Housing Needs for People with Disabilities and Victims of Domestic Violence (NA10)***

There is no sure way to estimate the true extent of the population in need. One indication is the current wait list maintained by the Spokane Housing Authority and by Public Housing developments. At this writing, there are at least 151 households with people with disabilities and/or seniors on the wait list for public housing alone. In January 2014, 22% of persons on the wait list for public housing were households with an adult with a disability or a senior. National ACS data show that 41% or more of Spokane residents 65 and older have one or more disabilities. There is unmet need for supportive housing for persons with disabilities, including individuals who are homeless. Notably the most frequent qualifying disability (federally for SSI) among working age persons (18 to 64) is mental illness. Domestic violence is not always (even usually) reported.

Victims served by YWCA of Spokane is one way to estimate a need for housing support – in 2014 the agency provided counseling to 1,797 victims and shelter to 465 victims. The Spokane County 2014 Point-in-Time count found 21% of those counted had experienced domestic violence. Certainly domestic violence is a significant contributor to family disruption and homelessness, particularly for those without resources to escape violence on their own. Safe housing for people with disabilities and victims of domestic violence means affordable, secure housing for some and services for most.

Needs for Housing and Supportive Services (NA45)

The aging population will need additional supportive services in the years ahead which are mirrored in other populations with special needs. For all, the overriding understanding is that self-sufficiency and independence are primary goals, while being connected to the community and family. Supportive services and case management are necessary during crisis intervention and stabilization and, for some, on an ongoing basis. For victims of domestic violence and persons with disabilities, the needs go beyond crisis and short-term intervention. A flexible system of support is required to assist the individual or family to achieve self-sufficiency.

Supportive Housing Needs (MA35)

The frail elderly and persons with mental illness, substance abuse, HIV/AIDs developmental disabilities or physical disabilities require long-term housing and services. Housing provided through a range of nonprofit organizations can stabilize these populations and are available throughout the City. Housing facilities available include Inland Empire Residential Resources, ARC of Spokane, Pioneer Human Resources, Detox of Spokane, Catholic Housing Communities, and Volunteers of America. In addition, there are a number of residential communities for seniors that provide supportive housing for the elderly and disabled. Vacancies at many of the facilities are infrequent, indicating a need for more housing resources.

Persons with severe disabilities require permanent supportive beds. Many of the people coming into the Spokane Continuum of Care with disabilities are arriving without housing resources because of a lack of affordable supportive housing or the fact that their disability prevents them from seeking the assistance they need. The Continuum of Care estimates that 117 chronically homeless persons become homeless each year.

Discharge Planning (MA35)

An agreement between the Regional Support Network (RSN) and Eastern State Hospital facilitates continuity of service supports for persons exiting to the community from the mental health hospital. In addition, the RSN, which provides community-based mental health services for outpatients, works closely with Frontier Behavioral Health Outreach, the Spokane County Supportive Living Program and Behavioral Health Options to create supportive housing placements.

The Spokane Continuum of Care, through the Health Homeless Housing (H3) Program, provides outreach and housing for chronically homeless persons with medical needs. In addition, a medial respite program (in collaboration with Providence Health Care, Catholic Community Services and Volunteers of America) provides interim housing while longer-term supportive housing is being identified. The Roads to Community Living Program coordinates with group homes, private landlords and assisted living programs to place Medicare-eligible persons discharging from hospitals, nursing homes and mental health facilities in appropriate housing, including supportive housing.

Actions to Support Housing and Services for Persons with Special Needs (MA35)

The Consolidated Plan and the Spokane Plan to End Homelessness both lay out strategies to be employed in increasing supportive housing and services for persons with special needs. The Consolidated Plan goals of preventing homelessness and creating stable, expanding affordable housing and improving the quality of life are being accomplished through nonprofit and governmental partnerships to create new affordable housing for the most vulnerable populations, including those with disabilities. Additional, specific 2015 actions include funding new affordable multifamily housing, supporting tenant-based rental assistance, improvements to transitional and permanent supportive housing programs, housing counseling programs, senior food programs, Emergency Solutions Grant support to prevention and homeless programs, and youth development programs.

NON-HOUSING COMMUNITY DEVELOPMENT

Public Facilities Needs (NA50)

The City of Spokane Comprehensive Plan expresses the vision of the City's public facilities and utilities being provided "...concurrently with a growing population to meet the safety, utility, transportation, educational, and cultural needs of residents." The City's public facilities needs are varied and extensive. The following summarizes some of the public facilities needs identified through the planning process:

- Wastewater system improvement needs (\$391 million) make up more than half of the City's Capital Improvements budget (\$733 million).
- The Integrated Clean Water Plan, which would improve management of overflow into combined sanitary wastewater/storm drain system, is the major project identified.
- Upgrading and improvements to the City's community centers are needed. For example, extensive renovation of the River Front Park Pavilion topped the list of facilities improvements in the City's CIP, followed by relocation of the Peaceful Valley Community Center to a new site.
- Improvements and upgrades in libraries in several locations were identified, such as heating and ventilation systems, roofs and parking.

Determination of Need (NA50)

Spokane's 2014-2019 Citywide Capital Improvements Plan (CIP) describes prioritized projects of the City in detail and expresses a budget of over \$700 million to meet priority needs. Also consulted were other project reports and needs assessments providing additional detail in establishing needs, including the

City's Comprehensive Plan. Finally, focus groups were convened to assess needs and key City staff were interviewed and consulted during the planning process.

Public Improvements (NA50)

Several large public projects to improve the economic vitality and quality of life in the City have been identified in city planning documents. Responding to the need to create inviting pedestrian and auto gateways into the City's downtown, a plan for the Division Street Gateway project has been developed which would involve several public improvements to the area. The need to develop the City's neighborhood centers and corridors was also identified. Investment in public improvements in targeted areas is needed to stimulate and support revitalization of business districts and residential areas.

Some neighborhoods lack streets, sidewalks, gutters, curbs, and/or ADA accessible curb cuts. In other areas one or more of these components need reconstruction. Local Improvement Districts (LIDs) are needed in some neighborhoods to prevent an economic burden on low and moderate income homeowners. New pedestrian and bike paths and bridges are needed to link neighborhoods and provide safe passage. Safe streets, with improved signalization/traffic lights and street lights are needed to protect pedestrians and bicyclists. The City's transportation priorities include designing transportation systems that protect and serve pedestrian first. Needed bus shelters would give cover to transit users.

The City's CIP identifies extensive needs for improving or replacing irrigation systems in parks among other improvements including recreational equipment and play areas. Tree plantings throughout the City would beautify downtown, as well as neighborhoods streets and parks.

Water improvements, including increasing water storage capacity, source well and booster pump station improvements and installation/replacement of water transmission lines are also significant needs. There is a need to develop infrastructure to support assisted affordable housing; and to support commercial/business/industrial investments in low and moderate neighborhoods and other private/public partnerships generating/retaining jobs for low and moderate income wage earners.

Finally, one of the barriers to accomplishing neighborhood improvements and revitalization is the presence of blighted or deteriorated structures which may be infeasible for reconstruction or use and/or may present safety hazards. In some instances, it may be appropriate to remove these "spot blight" structures.

Determination of Need (NA50)

Spokane's 2014-2019 Citywide Capital Improvements Plan (CIP) describes priority projects of the City in detail and expresses a budget of over \$700 million to meet priority needs. Also consulted were other project reports and needs assessments which provided additional detail in establishing needs, including the City's Comprehensive Plan. Finally, focus groups were convened to assess needs and key City staff were interviewed and consulted during the planning process.

Public Service Needs (NA50)

City of Spokane participates and supports a number of plans that provide and advocate for services to support persons with special needs, people who are homeless or at-risk of homelessness and residents who need ongoing support to live. As described in previous sections, there is a need for supportive services for vulnerable populations including lower income households and individuals. The 2012-2015 Area Plan on Aging, for example, points to the need for support for seniors and people with disabilities to live safely in the community. Victims of domestic violence need more than temporary shelter to make a successful transition from abuse and this requires longer-term public support than is currently available in sufficient quantity to meet needs.

Public services needs include training programs for youth and adults to find employment that will lead to stable careers with living wages. Service needs extend to people who are already homeless and those at risk of homelessness. In meeting the myriad needs, the City coordinates plans and funding sources to meet needs in critical areas, although needs far exceed resources available.

STRATEGIC PLAN

Introduction (SP05)

Spokane has developed a set of priorities and strategies to guide the community's efforts to meet the needs of low and moderate income households over the next five years. The following identifies priority needs, describes potential resources available to meet those needs, and sets goals and outcomes.

GEOGRAPHIC PRIORITIES (SP10)

The City of Spokane has recognized the benefit of focusing investments from multiple sources to accomplish recognizable and sustainable changes in areas of the City. An example of this approach is the Sprague Target Investment Pilot for which funding was prioritized in 2014. Where possible and appropriate, CDBG funds will be matched with funds from other sources to accomplish this goal. For purposes of this Consolidated Plan, however, the City has not designated HUD-approved geographic target areas. However, in the future the City anticipates undertaking activities in areas with multiple needs being addressed. In addition, the City will continue to focus improvements on areas that qualify because of concentrations of lower-income households.

PRIORITY NEEDS

Table 41: Priority Needs Summary

Priority Need Name: Safe affordable housing choice
Priority Level: High
Goals Addressing: Expand safe, affordable housing choices
Geographic Areas Affected: N/A
Population:
<u>Income:</u> extremely low, low, moderate
<u>Family types:</u> large families, families with children, elderly, public housing residents
<u>Homeless:</u> chronic homelessness, individuals, families with children, mentally ill, veterans, victims of domestic violence, unaccompanied youth
<u>Non-homeless special needs:</u> persons with mental disabilities, persons with physical disabilities, persons with developmental disabilities, persons with HIV/AIDS, victims of domestic violence

Description: Currently in Spokane housing is not affordable to thousands of individuals and families. CHAS estimates show that 13,600 households in Spokane have incomes less than 30% of Area Median Income (AMI) and another 11,700 have incomes between 30% and 50% of AMI. Most (68% of renters and 65% of owners) with incomes below 30% of AMI are severely cost-burdened (paying half or more of their income for housing). That burden diminishes but does not disappear at higher income levels (23% of renters and 33% of owners with incomes between 30% and 50% of AMI) are also severely cost-burdened (paying half or more of their income for housing). Loss of a job or medical expenses could mean loss of housing. The Washington State Department of Commerce Housing Needs Assessment concluded that in the Spokane urban area, there were only 14 units of housing available for every 100 households with earnings at or below 30% of AMI (gap of 86 units per 100 households) and 43 units available for every 100 households with earnings between 30% and 50% of AMI (gap of 57 units per 100 households).

The population is aging and will continue to do so. Retirement income and especially Social Security alone is not sufficient to meet Elder Economic Security standards (report by Wider Opportunities for Women), especially if in home care is needed. With age, seniors are more likely to have disabilities (41% have mobility limitations). Non-seniors with disabilities are also likely to have reduced economic means, especially those with developmental disabilities. Not only is there a need for affordable housing, housing design and location are critical, including access to transportation and services and units designed for comfortable and safe independent living. Others with special needs – victims of domestic violence, unaccompanied youth, people with mental health or substance abuse issues, people with HIV/AIDS, and many veterans need supportive and affordable housing for as long as it takes to achieve stability.

Basis for Relative Priority: The need for affordable housing was identified as a high priority repeatedly by those consulted in development of this Consolidated Plan and by reports consulted. Lack of affordable housing and poverty combine to put individuals and households at risk. The Community Housing and Human Services (CHHS) Board has designated a subcommittee to specifically address affordable housing in Spokane. The State of Washington Housing Needs Assessment identifies steadily increasing housing costs (in constant dollars) and decreasing earnings (also in constant dollars) pointing to the ongoing priority need to address current gaps in affordable housing as well as plan for those needs into the future. Maintaining and restoring to good condition existing housing is a key strategy in preserving affordable housing, as well as the character of neighborhoods. Finding adequate housing to meet the varied needs of the population (permanent and supportive, permanent without supports, subsidized and non-subsidized) is the surest way to avoid homelessness and enable residents to live in safety with maximum independence.

Priority Need Name: Basic and special needs and reduce homelessness

Priority Level: High

Goals Addressing: Prevent and reduce homelessness; provide opportunities to improve quality of life

Geographic Areas Affected: N/A

Population:

Income: extremely low, low

Family types: large families, families with children, elderly. Public housing residents

Homeless: chronic homelessness, individuals, families with children, mentally ill, Chronic substance abuse, veterans, victims of domestic violence, unaccompanied youth

Non-homeless special needs: elderly, frail elderly, persons with mental disabilities, persons with physical disabilities, persons with developmental disabilities, persons with alcohol or other addictions, persons with HIV/AIDS, victims of domestic violence

Description: The 2014 annual Point-in-Time count (which undercounts the actual number of homeless on a given night) found 1,149 persons homeless within the County. Over 40% were in families with children. Homelessness remains a persistent problem in Spokane, exacerbated by changes in the economy, domestic violence, and high housing costs among many other factors. Programs to address the specific issues of homeless persons and to stabilize their housing results in many returning to self-sufficiency each year. However, the number of new homeless persons entering the system has equaled the number of successful transitions. The result has been that the total number of homeless found during the annual one-night count has remained essentially unchanged.

Programs aimed at providing stability and preventing homelessness are critical to the overall strategy of ending homelessness. Persons with less than 30% of AMI have severe housing problems. When low incomes are found in populations with special needs and/or disabilities, this group becomes particularly vulnerable. Programs stabilizing their housing such as rent supports and programs providing supportive services to households to stabilize their disability or special needs are necessary to prevent their homelessness.

Basis for Relative Priority: The cost of homelessness is high as described by national studies which indicate that homeless persons are high users of public crisis services and studies showing that disabled homeless persons consume approximately the same amount of public expenditures while on the street as they would if their housing was stabilized by assisting them with permanent supportive housing.

The City's draft Plan to End Homelessness encompasses a joint effort by local governments and nonprofit providers to collaborate in working toward the goal of ending homelessness. The Plan calls for ending veteran homelessness in 2015 and seeking to end chronic homelessness by 2016. Providing sufficient tailored services with shelter, transitional and permanent supportive housing has been a proven method of returning many homeless to stability. Preventing homelessness can be accomplished by direct supports to individual and families, designed to their specific needs, including households who are rent-burdened and at risk of losing housing. In particular, providing services to populations with special needs who are vulnerable to becoming homeless is a key strategy in preventing homelessness.

Priority Need Name: Community development and economic opportunities

Priority Level: High

Goals Addressing: Support vibrant neighborhoods; expand economic opportunities

Geographic Areas Affected: N/A

Population:

Income: extremely low, low, moderate, middle

Family types: large families, families with children, elderly, public housing

Non-homeless special needs: non-housing community development

Description: Incomes in Spokane are generally lower than incomes in the State as a whole and many households in the City do not earn a living wage. While statewide incomes for households earning under \$15,000 are only 10%, a total of 16% of Spokane households earn less than this amount. In addition, the American Community Survey estimates that 37% of family households headed by females live in poverty compared to only 28% statewide. Unemployment in Spokane was high, standing at 7.9% in 2013.

The nature of businesses in the area and their employment needs affect the ability of persons seeking work to obtain living wage jobs as noted from data showing that 22% of the labor force is employed in the traditionally low paying service sector, compared with 17% at the statewide level. Education is a major factor in the ability of an individual to obtain a sufficient wage. In Spokane, individuals with less than a high school education earn an average of \$18,369, more than 20% less than the statewide average income for persons without high school. The Comprehensive Economic Development Strategy for the Spokane region includes strategies for improving educational quality of public schools.

Basis for Relative Priority: Jobs and business development are high priorities in the community because of critical connection between jobs and housing affordability. Unemployment in Spokane was noted as a major concern in interviews with key informants and supported by current employment data. Underemployment was also raised as a concern of many during the planning process.

On-site observations and a review of plans and strategies indicate that several business neighborhoods are in need of improvements and/or renewal. Physical public infrastructure improvements and private investment-reinvestment in business districts are lacking and could be supported by loans and public investment. A healthy and expanding business community can be a major factor in increasing incomes in the area, and in the process, stabilizing the economic security of families.

Several plans to develop or redevelop area of the City are in need of financial resources to achieve their goal. Among these are efforts in the Downtown core and convention neighborhood, the University District, and Airway Heights Industrial area. In addition, several neighborhood business districts such as the Sprague neighborhood are in need of public and private investment.

Influence of Market Conditions (SP30)

Table 42: Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Tenant based rental assistance is not anticipated at least in the near future as the multi-family vacancy rates for the area are very low (3.5% in September 2014) and an aggressive rental assistance program would place further downward pressure on vacancy rates. If vacancy rates ease, the City may consider TBRA.
TBRA for non-homeless special needs	Tenant based rental assistance is not anticipated again in large part because of low vacancy rates. However, there may be opportunities for funding for specific populations that may dictate the need for a limited number of TBRA units. Vacancy rates will be a factor in the decision.
New unit production	The low vacancy rates and high need for affordable rental housing would indicate the need for new housing production.
Rehabilitation	The low vacancy rate and the high need for quality affordable rental housing would indicate the need for more quality affordable housing units. In addition, age, poor condition and/or obsolescence of several multi-family housing projects in the City would indicate a need for rehabilitation.
Acquisition, including preservation	The low vacancy rate and the high need for affordable rental housing would indicate the need for more affordable housing units. In addition, age, poor condition, and/or obsolescence of several multi-family housing projects in the City would indicate a need for rehabilitation.

ANTICIPATED RESOURCES

Introduction (SP35)

Over the five-year period of the Consolidated Plan, the City estimates that the following funds will be available to carry out Plan objectives. The allocation of funds to these programs is appropriated annually

so the exact amounts that will be available are unknown. These estimates assume level funding will be received for ESG and modest decreases in HOME and CDBG financial resources over the years.

Table 43: Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Amount Available Remainder of Plan
			Annual Allocation	Program Income	Prior Year Resources	Total	
CDBG	Public federal	Admin and planning, acquisition, economic development, housing, public services, public improvements	\$2,997,960	\$1,000,000	\$968,457	\$4,966,417	\$15,404,000
HOME	Public federal	Acquisition,-homebuyer assistance, multifamily rental new construction, multifamily rehabilitation; TBRA	\$888,961	\$100,000	\$0	\$988,961	\$3,484,000
ESG	Public federal	Conversion and rehab for transitional housing, financial assistance, overnight shelter, rapid rehousing (rental assistance), rental assistance, services, transitional housing	\$268,994	\$0	\$0	\$268,994	\$1,075,976
108*	Public federal	Economic development, housing, public improvements	unknown	\$0	\$0	\$0	unknown

*Note: The City is studying the potential for use of the Section 108 Loan Program to stimulate economic development and/or assisted affordable housing for low and moderate income households. If the study determines the need, the City will use the 108 loan proceeds for specific activities to be identified in the Annual Action Plans.

Leveraging Funds and Matching Requirements (SP35)

The City will use Consolidated Homeless Grant Funds obtained through the Washington State Department of Commerce and City of Spokane Homeless Housing Assistance Act grant funds to match the ESG allocation. HOME match is required at a program level for tenant-based rental assistance, single family rehabilitation and down payment assistance, and development of affordable rental units. Match is generated when affordable rental unit development is financed with permanent investments of non-federal, non-owner funds. Some sources of leverage and match have declined recently, such as the value of the interest on below-market-rate bank loans, State Housing Trust Fund allocations, and grants. Local real estate tax reductions are available to affordable housing projects, adding to match amounts. Fortunately, some projects contribute to HOME match and contributions from prior years are carried over. The City currently has over \$11 million in carryover match which will be applied toward the estimated HOME match obligation of \$200,000 (25% of the estimated 2015 HOME allocation, less 10% administration, which is not matched).

Anticipated Use of Publicly-Owned Land/Property (SP35)

The City of Spokane owns several residential properties in various locations as a result of default or forfeiture actions on houses which had received single family housing rehabilitation loans. These properties could serve as potential sites for public facilities, community parks or affordable housing. In

2015, the City intends to review the potential use of these properties to determine the appropriate re-use and/or disposition of the assets.

INSTITUTIONAL DELIVERY SYSTEM

Table 44: Institutional Delivery Structure

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Spokane Department of Community, Housing and Human Services	Government agency	Planning, affordable housing (ownership and rental), homelessness, non-homeless special needs, community development (public facilities, neighborhood improvements, public services, economic development)	Jurisdiction
Spokane Department of Management & Financial Resources	Government agency		Jurisdiction
Spokane Community, Housing & Human Services Board & Committees	Citizen Advisory Committee	Planning	Jurisdiction
Spokane Continuum of Care	Regional Organization	Planning, homelessness	

Strengths and Gaps in Institutional Delivery System (SP40)

The institutional delivery system has a strong capacity for planning and implementing housing, community/economic development and essential services activities through the CDBG, ESG and HOME Programs. In particular, the City has had a long and successful history in planning and managing housing assistance including housing development and housing rehabilitation. The City's nonprofit partners and the Spokane Housing Authority have offered a ready source of capable organizations, many specializing in affordable housing for particular subpopulations of low income households.

The Spokane Community, Housing and Human Services (CHHS) Board and its subcommittees provide an added strength to the system through the extensive experience of its members and their role as advisory to the City. The City Department of CHHS and its predecessor have had a long history in assisting and supporting the Spokane Continuum of Care and its partner agencies, utilizing ESG funds and state and federal resources. The Continuum has been successful in building a broad range of housing and services for homeless and vulnerable special needs populations with strong outcome results.

The lack of adequate financial resources to support priorities of the City is a primary weakness in the institutional system. While there has been some success over the years, the development of major funding sources has been limited, exacerbated by the economic recession and recent reductions in

federal and state resources in recent years. The City has reorganized its departments to increase capacity to undertake coordinated approaches to solving multi-faceted housing, community/economic development and services needs in the community. A major focus is increasing resources for projects meeting the needs of its low and moderate income households.

Availability of Services

Table 45: Homeless Prevention Services Summary*

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	✓	✓	✓
Legal Assistance	✓	✓	✓
Mortgage Assistance	✓	✓	✓
Rental Assistance	✓	✓	✓
Utilities Assistance	✓	✓	✓
Street Outreach Services			
Law Enforcement	✓	✓	✓
Mobile Clinics	✓	✓	✓
Other Street Outreach Services	✓	✓	✓
Supportive Services			
Alcohol & Drug Abuse	✓	✓	✓
Child Care	✓	✓	✓
Education	✓	✓	✓
Employment and Employment Training	✓	✓	✓
Healthcare	✓	✓	✓
HIV/AIDS	✓	✓	✓
Life Skills	✓	✓	✓
Mental Health Counseling	✓	✓	✓
Transportation	✓	✓	✓
Other			
Other			

Note: Table 39 in Homeless Section.

Source: 2012 Update of 10-Year Plan to End Homelessness as updated by members of the Continuum of Care in 2014

Service Delivery in Relation to Needs (SP40)

The community has a broad range of services targeted to meet the needs of its citizens, particularly the lowest income and most vulnerable populations. These services are available to, and delivered to, homeless persons and persons with HIV/AIDS. While there are weaknesses in the delivery of some of the services, the community's mainstream resources, health care and employment services are made available to all homeless persons and persons with HIV/AIDS. These weaknesses are largely related to insufficient resources to provide adequate services for all who need them.

Strengths and Gaps (SP40)

Spokane has a large number of high-capacity agencies delivering services. These include agencies which provide homeless services and those which provide services to special needs populations, including homelessness prevention services. A strength of the delivery system is the newly established Homeless Families Coordinated Assessment (HFCA) system managed by the Salvation Army with the cooperation

of several key nonprofit organizations and the City. Implementation of this system has resulted in shorter waits for housing, elimination of barriers to housing placement and maximizing the use of limited services resources. In addition, the Homeless Management Information System (HMIS) is generating performance reports to help the Continuum of Care evaluate program delivery, both housing and services. While improvements are still ongoing, the health care system has been strengthening its capacity to coordinate among partnering agencies. Finally, the Continuum of Care, along with agencies providing services to non-homeless persons, has been increasingly able to successfully connect clients to the mainstream resources for which they are eligible.

There are several areas where services capacity does not match the need. Among the notable gaps include lack of low-barrier housing facilities (a low-barrier transitional or permanent housing facility which allows persons using substances to remain in housing while other issues causing their homelessness are treated). In addition, outreach services and shelter of unaccompanied youth is currently not adequate to meet the needs of homeless youth living on the streets and doubled up in housing. Additional services that need strengthening are senior food nutrition, mental health counseling, affordable day care, job readiness, case management and refugee/immigrant language skills.

Strategy for Overcoming Gaps (SP40)

The Spokane Continuum of Care organization is working toward developing partnerships to raise financial resources and service-delivery capacity to develop a low-barrier facility in Spokane. In addition, the new Homeless Families Coordinated Assessment (HFCA) system is playing a key part in making progress in improving the subsystem of outreach and placement for unaccompanied youth. However, resources are still lacking and a concerted effort by Continuum members will be necessary to overcome this gap. Development of the Spokane Strategic Plan to End Homelessness completed in early 2015 has helped the Continuum prioritize its energies and resources to focus on filling gaps in the continuum of care and has provided a road map to annually develop action steps to respond to the needs.

A primary strategy of the homeless plan relates to strengthening of the services delivery system. That strategy is to support effective pathways toward self-sufficiency and reduced financial vulnerability. Specific objectives are to improve coordination in employment programs, improve access to mainstream programs and services, support the development of client-tailored wrap-around services and increase education, educational outcomes and living wage jobs. The City and special needs services delivery system continually work to find new resources to meet gaps in the services delivery system and to find ways of improving program outcomes through systems change.

GOALS

Table 46: Goals Summary

1	Goal Name	Expand safe, and affordable housing choices
	Start year	2015
	End year	2020
	Category	Affordable housing Public housing
	Geographic area	N/A
	Needs addressed	Safe affordable housing choice
	Goal outcome indicator	Rental units rehabilitated 320 household housing units; Homeowner housing rehabilitated 1,468 household housing units; Rental units constructed 92 household housing units; Tenant-based rental assistance/rapid rehousing 80 households assisted
	Description	Projects would include those that improve the quality of existing housing stock, increase housing stock, and ensure housing stability. Projects would prioritize workforce housing development to reduce transportation barriers and costs. Among likely non-homeless housing projects designed to work toward this goal are financing of construction, reconstruction, preservation, acquisition and conversion of affordable rental housing; provision of tenant-based rental assistance; and, providing or preserving housing for special needs populations. Other activities include provision of loans and/or grants for rehabilitation and energy efficiency improvements to homes owned by low and moderate income households.
2	Goal Name	Prevent and reduce homelessness
	Start year	2015
	End year	2020
	Category	Homeless Non-homeless special needs
	Geographic area	N/A
	Needs addressed	Basic and special needs and reduce homelessness
	Goal outcome indicator	Public facility or infrastructure activities for low/moderate-income housing benefit 672 persons assisted; Public service activities other than low/moderate-income housing benefit 1,504 persons assisted; Tenant-based rental assistance/Rapid rehousing 240 households assisted; Homeless person overnight shelter 2,520 persons assisted
	Description	Projects would include those that improve the homeless response system, increase access to affordable housing that promotes health and stability, and invest in effective and/or proven housing and support services. Projects designed to work toward the goal of preventing or ending homelessness include a wide range of services meeting the specific needs of the homeless populations and those at risk of homelessness, including but not limited to counseling, training, case management, treatment, and other direct services to individuals. Additional activities include operations of shelters, day centers and transitional facilities; construction, rehabilitation, conversion or acquisition of shelter and transitional housing as well as permanent supportive housing; rapid rehousing; and other activities designed to improve opportunities for reducing the risks for vulnerable populations and returning homeless to housing stability.
3	Goal Name	Provide opportunities to improve quality of life
	Start year	2015
	End year	2020

	Category	Homeless Non-homeless special needs
	Geographic area	N/A
	Needs addressed	Basic and special needs and reduce homelessness
	Goal outcome indicator	Public facility or infrastructure activities other than low/moderate-income housing benefit 181,336 persons assisted; Public service activities other than low/moderate income housing benefit 443,612 persons assisted
	Description	Projects would include those that reduce barriers to employment, and invest in effective housing and support services. Included are services that assist tenants with housing problems; homeowner counseling; ADA accessibility improvements; educational opportunities; health services, treatment and counseling; expansion of employment opportunities; and other essential services to persons with special needs or very low income.
4	Goal Name	Support vibrant neighborhoods
	Start year	2015
	End year	2020
	Category	Non-housing community development
	Geographic area	N/A
	Needs addressed	Community development and economic opportunities
	Goal outcome indicator	Public facility or infrastructure activities other than low/moderate-income housing benefit 593,952 persons assisted; Public service activities other than low/moderate income housing benefit 102,880 persons assisted
	Description	Projects would include those that invest in infrastructure, improve public safety, expand the capacity of neighborhoods to attract businesses, and support infrastructure and services that enhance the health and quality of life in neighborhoods. Project activities include support and development of community centers and other public facilities; parks and recreational areas; neighborhood enhancements, including tree planting; public infrastructure including streets, sidewalks, lighting, pedestrian and biking improvements; streetscapes; transit improvements; water and sewer improvements; improvements to trash collection; and, removal/treatment of blighted buildings and influences.
5	Goal Name	Expand economic opportunities
	Start year	2015
	End year	2020
	Category	Non-housing community development
	Geographic area	N/A
	Needs addressed	Community development and economic opportunities
	Goal outcome indicator	Public service activities other than low/moderate income housing benefit 232 persons assisted; Businesses assisted 300 businesses assisted
	Description	Projects would include those that support effective pathways toward self-sufficiency and living wage jobs, support microenterprise, and invest in infrastructure to attract business and housing development. Projects meeting this goal provide support for infrastructure and business district improvements to qualifying neighborhoods and individual businesses (such as façade improvements loans to expand employment to low and moderate income employees; provide training, technical assistance and counseling of businesses; and provide other financial assistance and activities to help businesses to expand jobs for low and moderate persons.

PUBLIC HOUSING ACCESSIBILITY AND INVOLVEMENT

Need to Increase Number of Accessible Units (SP50)

Not applicable (no required 504 Voluntary Agreement in effect)

Activities to Increase Resident Involvement (SP50)

The SHA Board of Commissioners includes one member who is a participant in SHA programs. This resident representative provides the agency with a resident's perspective on a broad range of issues. SHA develops its annual plan each year with resident consultation and the opportunity for them to provide feedback on the plan before it is adopted. SHA sponsors various resident social events designed to provide opportunities for residents to interact with SHA staff and their neighbors.

The SHA has only very limited Public Housing resources but is planning for use of Section 8 resources for a homeownership initiative. In 2014, nine families purchased homes through the SHA home ownership program.

Troubled Agency Status and Plan to Remove (SP50)

NA (not designated as troubled agency)

BARRIERS TO AFFORDABLE HOUSING

Housing costs are out of reach for many Spokane residents. Those costs are steadily increasing while income for lower wage earners is not keeping pace. Spokane is largely built out. Vacant buildable land is scarce and costly to develop. Materials, labor and transportation costs have increased. New market-rate development responds to demand, which may not favor lower income households. Spokane nonprofit agencies and government partners have made significant advances in developing and preserving housing affordable to people at lower levels of income.

Regulations or policies that directly prohibit development of affordable housing or add cost to housing development can be barriers to production and maintenance of affordable housing. The Regulatory Barriers Database (huduser.org/portal/rbc/rbcresearch) identified a number of potential barriers and solutions in place. In response to the first potential regulatory barrier (some new building materials may not meet code requirements), Spokane allows alternative building methods and materials. In response to the second (increased property taxes discourage rehabilitation or construction of multifamily housing), Spokane exempts certain properties from taxes on increased value. In response to the third potential barrier (zoning codes may not provide for the development of affordable housing), Spokane allows manufactured housing on single family lots, triplexes in duplex neighborhoods, accessory dwelling units, and density bonuses. In response to the fourth potential barrier (lengthy and difficult permitting process), Spokane has streamlined that process. In response to the potential barrier of

socioeconomic housing segregation and the need to increase affordable housing), Spokane encourages new developments to include affordable units and is exploring additional innovations to increase affordable housing.

The City of Spokane continues to review land use and housing policies with the goal of increasing affordable housing. Policies and practices to encourage infill in existing built-out areas will be useful, but infill will not meet all needs. Nonprofit housing developers contributing to this Consolidated Plan recommend increased coordination among providers, including government agencies, to identify buildable land, surplus assets and increase the capacity to take advantage of opportunities without unnecessary delays. The City of Spokane is also actively pursuing higher density development approaches (Centers and Corridors), which will provide increased housing as well as access to transportation and amenities.

Strategies to Remove Barriers to Affordable Housing (SP-55)

Like many cities, particularly western cities, Spokane was largely built out at a time when land and materials were affordable. While housing costs in Spokane are lower than many Washington cities, new development and redevelopment is now hindered by lack of available land in neighborhoods, the cost of infrastructure and construction in general, and the understandable response of builders to market opportunities.

Spokane has anticipated and responded to potential barriers and will continue to do so. The City will identify and, where appropriate, remove or mitigate circumstances that complicate provision of affordable housing resulting from zoning, subdivision, land use requirements, licensing, permits and utility extensions. Actions include continuing to develop Development Services Center (DSC) policies and public information resources through coordinated departmental action to consolidate permit functions in one location. Expedited permitting reduces costs and encourages affordable housing development. The City will continue to use a pre-application process to enhance understanding of applicable codes and regulations with the aim of reducing the time from application to permit issuance.

In updating the Comprehensive Plan, the City will review the Land Use and Housing elements to consider population growth forecasts, land supply information and affordable housing needs, resources, goals and policies with an eye to increasing affordable housing. The City will continue to improve zoning rules and development standards through the code maintenance process which may assist in increasing opportunities for affordable housing. Spokane has identified areas of more concentrated population and services, linked to existing and potential transportation resources. The Centers and Corridors land use strategy will accommodate mixed uses with residential development at higher densities and access to services and amenities, and will include affordable housing developments.

HOMELESSNESS STRATEGY

Reaching Out to Homeless Persons (SP60)

Spokane's draft 2015-2020 Strategic Plan to End Homelessness calls for "promoting outreach to high utilizers of system resources" and "promoting outreach to youth who may be high utilizers of system resources." The Homeless Families Coordinated Assessment (HFCA) system provides a single point of entry for families experiencing a current housing crisis or homelessness. Launched in October 2014, the Singles Homeless Coordinated Assessment (SHCA) system offers several points of entry for single people experiencing homelessness. All persons are assessed using the Service Prioritization Decision Tool (SPDT) which determines an appropriate housing intervention and prioritizes the most vulnerable. Intensive street outreach techniques by staff specializing in the particular needs of each subpopulation are used to reach the chronically homeless, unaccompanied youth and other vulnerable homeless populations.

Emergency and Transition Housing Needs (SP60)

The Draft Strategic Plan to End Homelessness sets an objective of "continuing support for temporary housing that connects with permanent supportive housing." Households experiencing a housing crisis are assessed with the SPDT for the appropriate Emergency Shelter or Transitional Housing placement, using an array of specialized shelter and transitional facilities. In order to effectively utilize the temporary housing inventory, homeless providers serving households with children will accept any household who needs housing and adapt the service model to meet the needs of the families.

To improve the effectiveness of homeless resources in the community, the Continuum has repurposed some of its homeless program assets, reallocating supportive services funds to new permanent housing and to rapid rehousing for families. Existing emergency shelter and transitional housing assets are also being adjusted to focus on gaps in the system serving specific homeless subpopulations. CDBG funds will continue to be utilized as a major capital funding resource to maintain and strategically expand homeless housing resources while CDBG public services fund resources can provide for essential services and case management.

Transition to Permanent Housing (SP60)

The draft Strategic Plan to End Homelessness includes objectives to "institute a rapid rehousing strategy" and "prioritize and target those populations most vulnerable including veterans, chronic homeless, families and youth." The City's Rapid Rehousing (RRH) programs use a progressive engagement methodology which provides just the right amount of assistance to keep the household in housing. This method allows for a household to be re-engaged with the RRH program if they experience housing instability which prevents recidivism.

RRH program staff is consistently working with community landlords to build the market rate housing pool. They emphasize keeping landlords who are housing RRH households informed and providing a direct connection for landlords with concerns or questions. This level of contact with the landlord is

especially important (in preventing recurrences of homelessness) for vulnerable populations such as families with children, chronically homeless persons, veterans with mental illness or substance abuse, and unaccompanied youth.

Households identified as literally homeless who need assistance obtaining a market rate unit are placed into the ES system and immediately referred to RRH. ES staff are trained as RRH case managers and immediately begin the housing search/ barrier reduction process which has shortened the period of time a household is homeless.

Discharge Planning (SP60)

The draft Strategic Plan to End Homelessness calls for “increasing access to stable and affordable housing” and “supporting effective pathways toward self-sufficiency and reduced financial vulnerability.” The City of Spokane provides prevention assistance to individuals and households with children. Households who are at risk of losing current housing are assessed through the HFCA using a targeted prevention tool. This tool identifies households whose income, barriers and previous experience with the homeless system make them at higher risk of entering the homeless system. Short term assistance is provided to these households. They have the ability to return for additional assistance if their housing situation becomes unstable again.

Persons leaving medical, health or mental facilities without housing resources are assisted to find housing. Additional, specific resources are available to ex-felons and children leaving foster care. Persons exiting state prisons are provided short-term rental assistance in cases where they are without resources or community supports. Youth aging out of foster care and remaining in or starting school are provided housing assistance.

LEAD-BASED PAINT HAZARDS

Actions to Remove LBP Hazards (SP65)

Use of lead in paint was banned in 1978, but used prior to that time with increased frequency in earlier decades. According to American Community Survey estimates (2008-2012), 40% of owner-occupied and 34% of renter-occupied units in Spokane were built before 1950; 35% of owner-occupied and 39% of renter-occupied units were built between 1950 and 1980.

Spokane’s housing program actively works repair LBP hazards in eligible owner and renter housing. These programs will continue to coordinate with the Washington State Lead-Based Paint program for contractor certifications, lead-safe renovation, and regulation technical assistance. Typical lead hazard control begins with an inspection to guide the scope of work. Contractors certified as Abatement Supervisor and EPA Renovators can complete projects in compliance with HUD’s Title X regulation. These projects typically include wet scraping, painting, eliminating friction/impact surfaces, mulching bare soil, and cleaning to Clearance.

Actions Related to Extent of Hazards (SP65)

The City's Single-Family Rehabilitation and Multifamily Housing programs are targeted toward areas that pose lead hazards. This includes pre-1978 housing units and identified lead-based paint hazards in and around those units.

Integration with Procedures (SP65)

Spokane has fully integrated HUD Title X and EPA Renovator (RRP) requirements into its Single-Family Rehabilitation and Multifamily Housing programs. These programs offer visual assessment trained HQS inspection; XRF Lead Inspection and Risk Assessment; copies of the "Renovate Right" pre-renovation pamphlet; copies of the "Protect Your Family" pre-housing-contract pamphlet; lead-safe renovation from RRP Renovator and Abatement Supervisor certified contractors; and Clearance testing of leaded surfaces disturbed during rehabilitation.

ANTI-POVERTY STRATEGY**Programs to Reduce Poverty (SP70)**

The City's anti-poverty strategies are implemented through the following established goals of the Consolidated Plan: preserving and expanding quality, safe, affordable housing choices; providing opportunities to improve the quality of life; and, expanding economic opportunities. The CDBG and HOME program are the principle funding sources targeted at reducing the number of poverty-level families but the ESG program also seeks to stabilize families and individuals so they are able to return to self-sufficiency, which Homeless Housing Assistance Act fund provide prevention assistance. Importantly, the resource management responsibilities of these programs provide staff of the Department of Community, Housing and Human Services an opportunity to facilitate coordination among a range of social and housing programs, operated by other City departments, governmental agencies and the nonprofit community, that together enhance the opportunities to reduce poverty for families.

CDBG program resources are targeted to meet the community development, infrastructure and economic opportunities needs in the community. The City allocates CDBG funding for several economic development activities providing opportunities for both low and moderate income family members to receive living wage employment and low and moderate income business owners to improve and expand their businesses, increasing their profitability and income. Public services activities also include programs for stabilizing families, while the housing rehabilitation program reduces and stabilizes low and moderate income homeowner's housing expenses. CDBG public services activities, such as the housing counseling program and the rental assistance case management program, assist low and moderate income families on the edge of poverty to help them to economic security.

HOME program resources are allocated to address the needs for safe, affordable housing. Program activities that are designed to reduce housing expenses and offer the opportunity to help move families out of poverty are tenant-based-rental assistance and the multifamily development program, which maintains and expands affordable housing. These rental support programs help provide economic stability to the households assisted and are key to the goal of reducing the number of families facing poverty.

Coordination with Affordable Housing Plans (SP70)

The City considers improvement of the affordable housing delivery system a high priority and has devoted significant staff resources to assure its effectiveness and success in increasing the supply and accessibility of affordable housing. The City works in concert with for-profit and nonprofit housing developers in the area to develop partnerships and obtain financial resources for projects providing affordable housing to its residents. The affordable housing assistance managed by the City has consistently focused on projects which provide rental subsidies sufficient to support the ability of families in poverty to obtain housing stability and reach toward self-sufficiency.

In the process of soliciting HOME multifamily proposals, the City encourages the development of partnerships with both for-profit and nonprofit entities including CHDOs. The City encourages affordable housing developers to prepare HOME program proposals which include resources from other potential funding partners such as the Washington State Housing Trust Fund or the LIHTC program of the Washington Housing Finance Commission.

To assure the affordable housing stock remains viable, the City monitors its assisted rental housing projects to assure the physical condition of the structures is maintained. In cases where both the City's assisted affordable housing stock or other affordable housing stock in the community is in need of rehabilitation or upgrading, the City works with developers to find financing and/or supports the efforts with HOME resources.

MONITORING (SP80)

The City of Spokane has adopted and implemented a comprehensive Grants and Financial Assistance Guide containing policies, procedures, and specific staff responsibilities in order to establish, implement, and maintain meaningful oversight and coordination of grant awards throughout the entire award lifecycle and improve the efficiency and impact of programs and services funded. The policies and procedures are in compliance with funding requirements as defined by HUD and the Code of Federal Regulations, State of Washington and City of Spokane regulations.

Overall management of the CDBG, HOME and ESG awards is the responsibility of the City's Community, Housing and Human Services (CHHS) Department, in conjunction with the City's central Grants Management and Financial Assistance Department. Some of the projects under CDBG specifically

related to community and economic development are carried out by other City department such as Parks or Engineering, in coordination with the City's CHHS and Grants Management Departments.

Many of the projects funded through CDBG, HOME and ESG are managed by community-based agencies under a sub-award from the City of Spokane. All contracts with subrecipient agencies contain the federal, state and local program requirements and are prepared using the recommended contract templates provided by the US Department of Housing and Urban Development.

The City's assigned program manager and grants/contracts administrator meet with subrecipient agencies to review contractual requirements prior to execution of the contract and provide technical assistance and monitoring after contract execution. Contractual requirements include monthly progress billings and performance reporting supported by backup documentation so City staff may verify that project expenses are allowable, can be allocated and are reasonable, as well as program performance and beneficiary information.

The City's Grants Management Department has developed and implemented a system of preventive and detective internal controls to assist in ensuring that subrecipient agencies are in compliance with Federal regulations and contract terms and are meeting performance standards. Included in the monitoring process is compliance with Section 3 requirements and affirmative action requirements. Contracts include the specific HUD requirements. Monitoring of subrecipients routinely involves reviewing documents and outreach plans to assure the requirements have been met.

Grants Management performs routine desk monitoring through the approval of subrecipient reimbursement requests and allocation plans, A-133 Single Audit report review and ongoing monitoring of performance reports. In addition, training and detailed technical assistance is provided based on determination of administrative and financial risk. On-site monitoring is scheduled and completed in accordance with agency risk status and Federal requirements.

FIRST YEAR ACTION PLAN

INTRODUCTION (AP15)

The following priority tables list the expected entitlement grant funds, prior year funding and program income that have been allocated to programs and activities in the 2015 Action Plan.

EXPECTED RESOURCES

Estimate of resources available through the remainder of the Plan based on 2015 allocation.

Table 1: Expected Resources Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Amount Available Remainder of Plan
			Annual Allocation	Program Income	Prior Year Resources	Total	
CDBG	Federal	Acquisition; Admin and planning; Housing; Public improvements Public services; Economic development	\$2,997,960	\$1,000,000	\$997,000	\$4,994,960	
HOME	Federal	Admin and planning; Homebuyer assistance; New construction for homeownership; Homeowner rehab; Multifamily rental rehab; TBRA	\$888,961	\$100,000	\$0	\$988,961	
ESG	Federal	Overnight shelter; Rapid rehousing (rental assistance)	\$268,994	\$0	\$0	\$268,994	

Leveraging Funds and Matching Requirements (AP15)

The City of Spokane will accrue match related to the CHG, HOME, and ESG programs. The City will use Consolidated Homeless Grant funds through the Washington State Department of Commerce and City of Spokane Homeless Housing Assistance Act grant funds to match the ESG 2015 allocation. HOME match is calculated at the program level and is required for most HOME activities, including tenant-based rental assistance, homeownership, and the development (acquisition, rehabilitation, or construction) of affordable rental units. Match is generated when affordable rental unit development leverages other non-federal, non-owner funds. Some sources of leverage and match have declined recently, such as below-market-rate bank loans, State housing trust fund allocations, and grants. Local real estate tax reductions are available to some affordable housing projects, which add to eligible match. Fortunately, unused HOME match contributions from prior years will be carried over and local developers may obtain funds that count toward match contributions. The City currently has over \$11 million in carryover match which easily fulfills the estimated 2015-2016- HOME match obligation of \$200,000, which is 25% of the estimated 2015 allocation of \$889,000 (less 10% for administration).

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan:

The City of Spokane owns several residential properties and vacant parcels which were purchased using program income earned from loans made under previous United States Department of Housing and Urban Development (HUD) grants. The City is currently finalizing a property disposition policy and procedures for these properties to ensure they achieve the purpose of benefiting low and moderate income households or neighborhoods through transfer to another entity or sale with sale proceeds being returned to the City's CDBG line of credit with HUD for re-allocation to activities in future years' action plans.

ANNUAL GOALS AND OBJECTIVES

Table 2: Goals Summary

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Expand safe, affordable housing choices	2015	2016	Affordable housing; Public housing	N/A	Safe affordable housing choice	CDBG: \$2,558,920 HOME: \$900,065	Rental units rehabilitated 80 household housing units; Homeowner housing rehabilitated 367 household housing units; Rental units constructed 23 household housing units; Tenant-based rental assistance/rapid rehousing 20 households assisted
Prevent and reduce homelessness	2015	2016	Homeless; non-homeless special needs	N/A	Basic and special needs and reduce homelessness	CDBG: \$387,829 ESG: \$249,000	Public facility or infrastructure activities for low/moderate-income housing benefit 168 persons assisted; Public service activities other than low/moderate-income housing benefit 376 persons assisted; Tenant-based rental assistance/Rapid rehousing 60 households assisted; Homeless person overnight shelter 630 persons assisted
Provide opportunities to improve quality of life	2015	2016	Homeless Non-homeless special needs	N/A	Basic and special needs and reduce homelessness	CDBG: \$133,698	Public facility or infrastructure activities other than low/moderate-income housing benefit 45,334 persons assisted; Public

							service activities other than low/moderate income housing benefit 110,903 persons assisted
Support vibrant neighborhoods	2015	2016	Non-housing community development	N/A	Community development and economic opportunities	CDBG: \$1,075,414	Public facility or infrastructure activities other than low/moderate-income housing benefit 148,488 persons assisted; Public service activities other than low/moderate income housing benefit 25,720 persons assisted
Expand economic opportunities	2015	2016	Economic development	N/A	Community development and economic opportunities	CDBG: \$210,964	Public service activities other than low/moderate income housing benefit 58 persons assisted; Businesses assisted 75 businesses assisted

PROJECTS

Introduction (AP35)

The following table lists the 2015 projects and activities that have been recommended for funding in the 2015 Annual Action Plan. The City of Spokane intends to spend approximately 46% of formula program allocations on activities that support safe and affordable housing choices, 24% on activities that support the need for community development, infrastructure and economic opportunities and 16% on activities that support the need to reduce homelessness and provide for basic needs. The remaining 14% will be spent on activities relating to program administration.

Table 3: Project Information

Project #	Project Name
1	Access Small Business Development
2	Adult Treatment Services - STEPPS
3	Ash Street Training Station and Greenhouse
4	Business Round Table and Pathways to Employment Grant
5	Capital Improvements in TH and PSH
6	Collaborative Solutions to Homelessness
7	Community Center Support
8	Courtview Acquisition and Rehab
9	Erie Street Paving - 1st Ave to MLK Jr Way
10	Essential Home Repair Program with TIP focus area
11	Fair Housing Activities

12	Housing Counseling Program
13	Kitchen Improvements at 2nd Harvest
14	Lutheran Community Services Security
15	Multifamily Housing Program (including CHDO)
16	Open Center Saturday
17	Peaceful Valley Community Center Programs
18	Various Neighborhood Park Projects
19	Pioneer Pathway House Building Improvements
20	CDBG Admin
21	ESG Projects
22	HOME Admin
23	Rental Assistance Case Management
24	Various Neighborhood Street and Sidewalk Projects
25	Tenant Based Rental Assistance (TBRA)
26	Transitions Miryam's House Capital CHED
27	Transitions New Leaf Bakery Cafe and Women's Hearth
28	Transitions TLC
29	Triplexes: Green Gables
30	Various Community Center Capital Improvements
31	West Central Community Center Operations
32	West Central Community Center Youth Development and Recreation
33	Transitions Women's Hearth Building Improvements
34	Youth Entrepreneurship Program (YEP)
35	Single Family Rehab

AP-38 Projects Summary: Project Summary Information

1	Project Name	Access Small Business Development
	Goals Supported	Expand economic opportunities
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	500 S. Stone St.
	Funding	CDBG: \$166,964.00
	Indicator/Outcome	Businesses assisted; 35 businesses assisted
2	Project Name	Adult Treatment Services - STEPPS
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	22 S. Thor St.
	Funding	CDBG: \$10,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 350 persons assisted
3	Project Name	Ash Street Training Station and Greenhouse
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	1925 N. Ash St.
	Funding	CDBG: \$20,000.03
	Indicator/Outcome	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit; 75 persons assisted
4	Project Name	Business Round Table and Pathways to Employment Grant
	Goals Supported	Expand economic opportunities
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	211 W. Augusta Ave.
	Funding	CDBG: \$20,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 58 Persons Assisted
5	Project Name	Capital Improvements in TH and PSH
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	820 N. Summit Blvd., 101 E. Hartson Ave.
	Funding	CDBG: \$243,278.00
	Indicator/Outcome	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit; 45 Households Assisted

6	Project Name	Collaborative Solutions to Homelessness
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	12 E. 5th Ave.
	Funding	CDBG: \$50,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 126 persons assisted
7	Project Name	Community Center Support
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	500 S. Stone St.
	Funding	CDBG: \$140,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 17,095 persons assisted
8	Project Name	Courtview Acquisition and Rehab
	Goals Supported	Preserve and expand quality, safe, affordable housing choices
	Needs Addressed	Safe, Affordable Housing Choice
	Location Description	1217 N. Monroe St.
	Funding	CDBG: \$250,000.00
	Indicator/Outcome	Rental units rehabilitated; 14 Household / Housing Units
9	Project Name	Erie Street Paving - 1st Ave to MLK Jr. Way
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	Erie Street: 1st Ave. to MLK Jr. Way
	Funding	CDBG: \$147,875.72
	Indicator/Outcome	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit; 18,375 persons assisted
10	Project Name	Essential Home Repair Program with TIP focus area
	Goals Supported	Preserve and expand quality, safe, affordable housing choices
	Needs Addressed	Safe, Affordable Housing Choice
	Location Description	Citywide (multiple)
	Funding	CDBG: \$468,418.00
	Indicator/Outcome	Homeowner Housing Rehabilitated; 332 Household / Housing Units
11	Project Name	Fair Housing Activities
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	Citywide (multiple)
	Funding	CDBG: \$5,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 109,950 Persons Assisted

12	Project Name	Housing Counseling Program
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	500 S. Stone St.
	Funding	CDBG: \$32,665.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 325 Persons Assisted
13	Project Name	Kitchen Improvements at 2nd Harvest
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	1234 E. Front Ave.
	Funding	CDBG: \$12,398.00
	Indicator/Outcome	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit; 44,000 persons assisted
14	Project Name	Lutheran Community Services Security
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	210 W. Sprague Ave.
	Funding	CDBG: \$7,000.00
	Indicator/Outcome	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit; 3,428 persons assisted
15	Project Name	Multifamily Housing Program (including CHDO)
	Goals Supported	Preserve and expand quality, safe, affordable housing choices
	Needs Addressed	Safe, Affordable Housing Choice
	Location Description	Citywide
	Funding	HOME: \$800,065.00
	Indicator/Outcome	12 Estimated HOME Units
16	Project Name	Open Center Saturday
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	3004 E. Queen Ave.
	Funding	CDBG: \$10,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 100 persons assisted
17	Project Name	Peaceful Valley Community Center Programs
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	214 N. Cedar St.
	Funding	CDBG: \$20,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 90 persons assisted

18	Project Name	Various Neighborhood Park Projects
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	Citywide (multiple)
	Funding	CDBG: \$49,710.08
	Indicator/Outcome	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit; 30,155 persons assisted
19	Project Name	Pioneer Pathway House Building Improvements
	Goals Supported	Preserve and expand quality, safe, affordable housing choices
	Needs Addressed	Safe, Affordable Housing Choice
	Location Description	222 S. Howard St.
	Funding	CDBG: \$109,150.00
	Indicator/Outcome	Rental units rehabilitated; 39 Households / Housing Units
20	Project Name	CDBG Admin
	Goals Supported	
	Needs Addressed	
	Location Description	
	Funding	CDBG: \$599,592.00
	Indicator/Outcome	
21	Project Name	ESG Projects
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	Citywide (multiple)
	Funding	ESG: \$268,994.00
	Indicator/Outcome	890 persons assisted
22	Project Name	HOME Admin
	Goals Supported	
	Needs Addressed	
	Location Description	
	Funding	HOME: \$88,896.00
	Indicator/Outcome	
23	Project Name	Rental Assistance Case Management
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	845 S Sherman St.
	Funding	CDBG: \$25,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 58 Persons Assisted

24	Project Name	Various Neighborhood Street and Sidewalk Projects
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	Citywide (multiple)
	Funding	CDBG: \$511,275.50
	Indicator/Outcome	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit; 66,765 persons assisted
25	Project Name	Tennant Based Rental Assistance
	Goals Supported	Preserve and expand quality, safe, affordable housing choices
	Needs Addressed	Safe, Affordable Housing Choice
	Location Description	Citywide
	Funding	HOME: \$100,000.00
	Indicator/Outcome	20 households assisted
26	Project Name	Transitions Miryam's House Capital CHED
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	1805 W. 9th Ave.
	Funding	CDBG: \$23,135.00
	Indicator/Outcome	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit; 23 households assisted
27	Project Name	Transitions New Leaf Bakery Cafe and Women's Hearth
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	920 W 2nd Ave., 3128 N. Hemlock St.
	Funding	CDBG: \$45,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 50 persons assisted
28	Project Name	Transitions TLC
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	3128 N. Hemlock St.
	Funding	CDBG: \$26,416.00
	Indicator/Outcome	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit; 100 households assisted
29	Project Name	Triplexes: Green Gables
	Goals Supported	Preserve and expand quality, safe, affordable housing choices
	Needs Addressed	Safe, Affordable Housing Choice
	Location Description	E 1700 block of Boone and Desmet Ave.
	Funding	CDBG: \$250,000.00
	Indicator/Outcome	Rental units rehabilitated; 27 Households / Housing Units

30	Project Name	Various Community Center Capital Improvements
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	Citywide (multiple)
	Funding	CDBG: \$109,552.35
	Indicator/Outcome	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit; 29,765 persons assisted
31	Project Name	West Central Community Center Operations
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	1603 N. Belt St.
	Funding	CDBG: \$90,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 8,535 persons assisted
32	Project Name	West Central Community Center Youth Development and Recreation
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	1603 N. Belt St.
	Funding	CDBG: \$10,000.00
	Indicator/Outcome	Public service activities other than Low/Moderate Income Housing Benefit; 120 persons assisted
33	Project Name	Transitions Women's Hearth Building Improvements
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Provide for Basic/Special Needs and Reduce Homelessness
	Location Description	920 W. 2nd Ave.
	Funding	CDBG: \$8,634.97
	Indicator/Outcome	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit; 1,259 persons assisted
34	Project Name	Youth Entrepreneurship Program (YEP)
	Goals Supported	Expand economic opportunities
	Needs Addressed	Community Development, Infrastructure and Economic Opportunities
	Location Description	500 S. Stone St.
	Funding	CDBG: \$24,000.00
	Indicator/Outcome	Businesses assisted; 40 Businesses assisted
35	Project Name	Single Family Rehab
	Goals Supported	Preserve and expand quality, safe, affordable housing choices
	Needs Addressed	Safe, Affordable Housing Choice
	Location Description	Citywide (multiple)
	Funding	CDBG: \$1,481,352.00
	Indicator/Outcome	Homeowner Housing Rehabilitated; 35 Households / Housing Units

Allocation Priorities and Barriers (AP35)

The Community, Housing and Human Services (CHHS) Board adopts annual funding priorities in conjunction with Spokane City Council to target community needs. In 2015, the Board adopted 3 primary needs to focus funding priorities. The 3 needs are: Safe affordable housing choice; Need to reduce homelessness and provide basic needs; and Need for community development, infrastructure and economic opportunities.

The primary obstacles in addressing underserved needs include limitations on funding. The CHHS Board is prioritizing projects that can demonstrate ability to: Preserve and expand quality, safe, and affordable housing choices; Prevent and reduce homelessness; Provide opportunities to improve quality of life; Support vibrant neighborhoods; and Expand economic opportunities.

GEOGRAPHIC DISTRIBUTION (AP50)

The City of Spokane allocates approximately 30% of the Community Development Block Grant award to neighborhood programs each year. The neighborhood program consists of 27 individual neighborhood councils throughout the city. CHHS staff works with a citizen advisory committee to develop an allocation methodology that targets areas where the number of low and moderate income individuals exceeds 51%. 2015 is the first year that all 27 neighborhoods have access to CDBG funds for community development activities. Neighborhood councils have targeted projects that primarily benefit low and moderate income populations as defined by HUD's most recent Low and Moderate Income Summary Data (2006-2010 American Community Survey).

The City of Spokane recognizes the benefit of investing in strategic geographic areas. In 2014, the Spokane City Council identified a geographic area along East Sprague Avenue. The area selected for targeted investment consists of a high percentage (77%) of individuals meeting HUD's low and moderate income threshold (individuals earning less than 80% area median income). For purposes of this Action Plan, the City has not designated HUD-approved geographic target areas. In the future, the City anticipates undertaking activities in areas with multiple needs being addressed. In addition, the City will continue to focus improvements on areas that qualify because of concentrations of lower-income households.

AFFORDABLE HOUSING***Introduction (AP55)***

The City of Spokane's strategy to address safe, affordable housing choices is based on the goal of preserving and expanding quality, safe, affordable housing choices. The following populations will be targeted to achieve this goal:

- Income: extremely low, very low, low, and moderate
- Family types: large families, families with children, and the elderly

- Homeless: chronic homelessness, individuals, families with children, mentally ill, veterans, victims of domestic violence and unaccompanied youth
- Non-homeless special needs: persons with mental disabilities, persons with physical disabilities, persons with developmental disabilities and victims of domestic violence

During the 2015 program year, the following goals for affordable housing production have been identified. The City will continue its efforts to efficiently allocate its available resources while, at the same time, pursue additional funding sources and jurisdictional collaborations.

Table 4: One Year Goals for Affordable Housing by Support Requirements

One-Year Goals for the Number of Households to be Supported	
Homeless	110
Non-homeless	190
Special needs	0
Total	300

Table 5: One Year Goals for Affordable Housing by Support Type

One-Year Goals for the Number of Households to be Supported	
Rental assistance	60
Production of new units	20
Rehab of existing units	170
Acquisition of existing units	0
Total	250

Discussion (AP55)

The City anticipates primarily assisting homeless households with Continuum of Care, Emergency Solutions Grant and HOME's TBRA funds with leverage from HOME affordable rental housing units. Non-homeless households will receive assistance from the HOME-funded Multifamily Housing Program rental housing and CDBG-funded Single Family Rehabilitation program.

PUBLIC HOUSING

Introduction

Spokane Housing Authority (SHA) began in 1972 as the Housing Authority of the City of Spokane is now a multi-jurisdictional agency serving many cities and five counties in Eastern Washington. The partnership between SHA and the City of Spokane continues to provide affordable housing for thousands of households. SHA is governed by a six-member Board of Commissioners to include a resident commissioner appointed by the Mayors of the cities of Spokane and Spokane Valley, and the Chairperson of the Spokane County Commissioners. Each member serves a five-year term of office, with terms rotating in such a manner that one appointment is made each year. The Board has full authority in the establishment of SHA policies, long-term direction, and oversight of programs that accomplish the Agency's mission.

Actions to Support Public Housing Needs (AP60)

The Department of Housing and Urban Development (HUD) Capital Fund Program has been underfunded for many years; therefore the revitalization needs for both the Parsons and Scattered site units is seen as significant. No detailed Capital Needs Assessment (CNA) has yet been completed for the 75 scattered site units; however, an inspection score of 62c reflects significant capital needs. A CNA for the Parsons was completed in 2014 and it identified approximately \$850,000 in needed rehabilitation. SHA has submitted and received preliminary approval to participate in the HUD Rental Assistance Demonstration (RAD) Program. SHA's RAD application includes:

- The redevelopment and recapitalization of the Parsons using 4% tax credits and bonds, which will address the deferred capital needs of the building and preserve the 50 affordable units using private equity and project-based housing choice vouchers.
- The disposition (sale) of all 75 scattered site units. Proceeds received from the sale of the scattered site units will be used as gap financing in the acquisition and rehabilitation or new construction of additional affordable housing units using tax credit and/or bond financing structures. It is anticipated that this could create as many as 300 affordable housing units over a period years. The 75 Project-Based Section 8 Housing Choice Vouchers received as a part of this transaction will be attached to units to be determined at a later date.

Actions to Encourage Residents (AP60)

To encourage the residents to become more involved with management, the PHA Annual Plan is available for review at the Public Housing leasing office during its public review time period. SHA does not currently have a program for public housing residents to participate in homeownership; however, it will be considering options in 2015 for how public housing participants might be able to access the Housing Choice Voucher Homeownership Program.

HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES (AP65)

Spokane's Regional Continuum of Care in its revised Strategic Plan to End Homelessness will focus on action steps aimed at obtaining the following Objectives: Increase Leadership, collaboration and civic engagement; Increase Access to Stable and Affordable Housing; Support effective pathways toward self-sufficiency and reduced financial vulnerability; Transform homeless services to crisis response systems leading to improved health and safety and Advance health and housing stability for youth experiencing homelessness, including unaccompanied homeless youth and youth aging out of systems such as foster care.

Assessing Individual Needs (AP65)

The Spokane Regional CoC has established system-wide performance goals and actions. Its revised Strategic Plan to End Homelessness focuses on objectives to reduce the length of time an individual is homeless; reduce the number of individuals returning to the homeless system; increase the percentage

of adults who gain or increase income; reduce the number of homeless for the first time; increase the number of housing placements directly from the streets; and increase retention in permanent housing.

In an effort to reach out to the unsheltered population, the communities' coordinated assessment system was created to focus on street outreach. The coordinated assessment system utilizes a tool that assesses a client's vulnerability and prioritizes those with the highest needs for PSH units. In order to meet the housing needs of the unsheltered population, the implementation of Housing First strategies throughout the system is currently being addressed. The efforts are part of the goal to transform homeless services into a crisis response system. In addition to the coordinated assessment system, the CoC funds a local initiative which provides outreach activities at hospitals to identify homeless high utilizers of emergency rooms and connect them with housing and health care.

The City of Spokane's CHHS Department and Code Enforcement Department work in conjunction with the Interagency Outreach committee to provide outreach to individuals occupying homeless encampments. This provides the opportunity for housing and support services to this chronically homeless unsheltered population.

Addressing Emergency Shelter and Transitional Housing Needs (AP65)

The CoC identifies the need to provide emergency response to families and individuals who are homeless and recognizes the continued need for shelter beds that are available when a person is unsheltered. Although the CoC is moving towards providing permanent housing options rather than temporary options, there are some special populations, such as youth, domestic violence victims, clients exiting institutions, and families with children involved with the child welfare system, who continue to benefit from a supportive transitional housing program.

The CoC continues to look at the housing needs of families and individuals as they enter the homeless system and consider these needs when recommending programmatic changes. The Homeless Families Coordinated Assessment System, which has been in place since October 2012, continues to show a lower need for long term temporary housing programs and an increased need for short-term temporary housing. With the increase in families who only need a short intervention to get back into housing through rapid re-housing, a short term emergency stay is needed as the family connects with the rapid re-housing program staff and housing is identified. As a result of this identified need, programs serving families with children have adapted their program models to serve any family who needs housing, no matter what their needs are. This interim housing model has allowed for maximum use of homeless housing inventory and reduction in the time families are homeless.

The efforts connect directly to the goals of transforming homeless services to a crisis response system and the system goal of reducing the length of time an individual or family is homeless.

Transitions to Permanent Housing and Homeless Prevention (AP65)

In 2013, ESG is funding rapid re-housing and emergency shelter operations. An intention shift to focus on permanent housing exits when an individual or household enters the homeless system has been transforming the City's homeless system over the past few years. Over 80% of families presenting as homeless at coordinated assessment only need a short term intervention to end their homelessness. As a result, much of the CoC efforts to serve homeless families are focused on rapid re-housing. Families who present as chronically homeless with very high barrier are placed directly into available PSH units. These efforts shorten the time families are homeless and increase stability.

The infusion of the Supportive Services for Veteran Families program into the community has provided an essential resource for Veterans and their families who are homeless or at risk. This program provides intensive outreach, housing search and placement and continued case management for this population. For Veterans who need more intensive housing services The Spokane Housing Authority, (SHA), has a successful partnership with the Veterans Administration to provide VASH vouchers to homeless veterans. All referrals are made through the VA, who also provides complete wrap-around supportive services.

Assistance with Discharge Housing and services (AP65)

The Health Homeless Housing Program (H3) is working with the following housing and health care partners on the implementation of the H3 program: City of Spokane Community, Housing and Human Services Department, Empire Health Foundation, Providence Health Care, Community Health Association of Spokane, and Volunteers of America. The program strives to ensure eligible homeless clients are not discharged from in-patient hospital care or emergency room visit into homelessness. The Roads to Community Living Program coordinates with group homes, assisted living program and private landlords to ensure that long term Medicare eligible clients discharging from hospitals, nursing homes and mental health facilities are not being discharged into homelessness.

The Eastern Washington Regional Support Network (RSN) is responsible for all community-based mental health services for inpatient and outpatient care services. Eastern State Hospital works in conjunction with Frontier Behavioral Health Outreach Team, Spokane County Supportive Living Program and Behavioral Health Options. These programs work with the clients and the outpatient mental health provider to create a plan for housing and continued services.

The CoC has ensured that its members have written procedures to address discharge planning of youth exiting foster care. The Division of Children and Families procedures provide for Independent Living Services and require an Independent Living Plan to assist the youth toward a successful transition to adulthood. Local DSFS Social Workers and other community stakeholders work with youth as they near 18 to establish an ILP to guide the services and housing assistance until they are 21.

Spokane County has taken the lead in housing individuals as they exit from correctional institutions. In the past year, through their partnership with SNAP, they have assessed 1,300 individuals and provided

permanent housing through a short term rental assistance program to persons exiting corrections. Airway Heights Corrections facility and the local jail works with Pioneer Human Services who operates a 55 bed work release facility for women and a 80 bed work release facility for men. A formalized discharge plan, in which housing is a requirement, is created for each client as they discharge from these facilities. In addition Spokane County funds and operates the RE-Entry Initiative (REI) Program, a community re-entry program dedicated to transitioning people who were homeless and in institutional settings into productive citizens, working and living in homes with limited to no subsidy.

BARRIERS TO AFFORDABLE HOUSING (AP75)

The City of Spokane will identify and, where appropriate, remove or mitigate barriers to affordable housing resulting from zoning, subdivision, land use requirements, licensing, permits and utility extensions.

The City is working to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

Efforts to be undertaken during the 2015 program year will include:

- Continue to develop Development Services Center (DSC) policies and public information resources through coordinated departmental action. The Permit Center allows the consolidation of all permit functions in one location to better coordinate the permit activities of Planning, Building, Fire and Engineering. These efforts expedite permitting processing and reduce permitting times providing cost savings for affordable housing development.
- Continue to use a pre-application process to provide project applications with an opportunity to discuss and understand the various codes and regulations that apply. The ability to review projects early expedites project design, thereby shortening the permitting process.
- Continue with the work that began in 2013 to review and update the City's Comprehensive Plan, including the Land Use and Housing Chapters. This may include reviewing population growth forecasts, land supply information and affordable housing needs, resources, goals and policies.
- Continue to improve the City's zoning rules and development standards through the code maintenance process. This may assist in reducing barriers to affordable housing.
- Continue to implement the Centers and Corridors land use strategy as proposed in the Comprehensive Plan. The Comprehensive Plan proposes establishing a number of centers and corridors throughout the community as part of an overall strategy to accommodate growth through infill development. Ultimately, these centers and corridors will accommodate mixed uses with residential development at higher densities, including affordable housing developments.

Discussion:

The City will continue to fund fair housing educational, and other, activities that support fair housing in a positive, solution-oriented manner. Potential activities may include sponsoring a regional Fair Housing

Conference, assisting the Spokane Association of Realtors (and the real estate industry in general, including the mortgage lending industry) with training related to fair housing. If the City becomes aware of clear violations of the Fair Housing Act, it will work with its community partners to identify potential resolutions. In addition, the CHHS Board is currently in the process of updating the City's 2008 Analysis of Impediments with release expected in early 2015.

OTHER ACTIONS

Introduction (AP85)

The following narratives speak to actions the City of Spokane will undertake during the 2015 program year to address obstacles toward achieving safe affordable housing choice, need to reduce homelessness and provide for basic needs, need for community development, infrastructure and economic opportunities.

Actions to Meet Underserved Needs (AP85)

The City of Spokane is working with local partner agencies and neighborhood councils to strategically target projects that will preserve and expand quality, safe and affordable housing choices; prevent and reduce homelessness; provide opportunities to improve quality of life; support vibrant neighborhoods and expand economic opportunities.

Actions toward Affordable Housing (AP85)

Given the high demand for affordable housing, the City recognizes the importance of fostering affordable housing development and maintaining existing affordable housing stock. The City also provides Tenant Based Rental Assistance to extremely low-income/homeless families to create affordable housing options at market rate rental housing located across the City. The City fosters relationships with both for profit and nonprofit (including CHDO) housing developers when soliciting HOME Multifamily Housing Program funding proposals. The City offers developers the opportunity to leverage limited City HOME funding with Low-Income Housing Tax Credit and Washington State Housing Trust Fund dollars. Typically, City HOME funds account for only a fraction of the total cost but deliver large projects providing a large number of long-term affordable rental housing units.

The City maintains its HOME investment in affordable housing by monitoring rental housing occupancy and physical condition over HUD's minimum compliance periods required by 24 CFR 92.254. The City imposes an additional 10-year local compliance period to retain these rental units as affordable housing available to low-income households. The City also grants and loans CDBG funds to repair low-income owner-occupied homes enabling existing homeowners to enjoy a safe and healthy home that they can afford to operate and maintain.

Actions to Reduce Lead-Based Paint Hazards (AP85)

Spokane's Single Family Rehabilitation and Multifamily Housing programs are active in identifying and repairing lead-based paint hazards in eligible owner and renter housing. HUD Title X and EPA Renovator

(RRP) requirements are integrated into CDBG and HOME funded programs that rehabilitate housing units constructed prior to 1978. These programs coordinate with the Washington State Lead-Based Paint program for contractor certification, lead-safe renovation, and regulation technical assistance. Typical lead hazard control begins with a lead inspection to guide the scope of work. Contractors certified as Abatement Supervisor and EPA Renovators can complete projects in compliance with HUD's Title X regulation. These projects typically include wet scraping, painting, eliminating friction/impact surfaces, mulching bare soil, and cleaning to Clearance. This program year, most eligible pre-978 renovated housing units will receive an XRF Lead Inspection except where limited repairs are exempt or lead paint presumption is more cost effective. Each rehabilitated housing unit will achieve Clearance as part of project completion, as proscribed by HUD's Title X regulation.

Actions to Reduce Number of Poverty-Level Families (AP85)

The City's anti-poverty strategies include funding direct services as well as facilitating coordination among social programs, especially those that provide outcome driven, client centered services that lead to improved housing stability and economic security for low income families.

Annually, the City funds close to \$900,000 in human services programs through its general fund grant program, many of which provide direct services to low-income families. One of the key funding principles the board considered when evaluating the most recent round of proposals was how well each proposal articulated how their services incorporate efforts to move clients toward improved economic self-sufficiency and security.

Additionally, the City is currently leading a couple of targeted initiatives focused on low income families with multiple barriers to family stability and economic security. Specific examples include the Strong Families Initiative; which is a partnership between the City, the Housing Authority, the Child Welfare System and non-profit service providers. The program serves high-risk, homeless families whose children have been, or are at-risk of, being placed in out-of-home care through the child welfare system. Community-linked services are provided to selected families through the implementation of supportive housing services. In the first 10 months of this project 34 families have been served. As the project continues we expect to see a reduction in child welfare system contacts, reduction in child maltreatment and child removals, and reduced foster care placements. The partnership works closely with community housing providers and other critical service providers to bring a holistic approach to affordable housing and services to support independence and family cohesion.

In addition to the Strong Families Initiative, the City is leading the regional Coordinated Intake and Assessment Program for families. This coordinated system is designed to serve families with children who are experiencing homelessness or residential instability and are at high risk of homelessness. The system provides a more effective way for households to navigate the complex range of services and allows each household to be assessed and placed in appropriate services, rather than being placed in a program based solely on availability. The goal of this system is to reduce the number of families in Spokane who may become homeless by offering diversion services and lessen the length of time a

household is homeless by placing them with appropriate services at first contact. The program is funded by the City's Homeless Housing Assistance Act funds.

The Community, Housing and Human Services Board has expressed explicit interest in looking at best practice, innovative strategies to increase efforts to support job-growth, economic development and other anti-poverty strategies. The board is currently undertaking a needs analysis to determine what the community needs are, what the opportunities are, as well as what other communities have implemented that have had positive results. It's anticipated that the outcome of this analysis will be provided to the City Council for consideration as they adopt the funding priorities for the City's 2015 human services grant program.

Actions to Develop Institutional Structure (AP85)

The Community, Housing and Human Services Board consists of local citizen volunteers who fill an advisory role to the City of Spokane. Members of the Board represent private industry, nonprofit organizations, community and faith-based organizations, K-6 and higher education, local government and local neighborhood councils. The purpose of the Board is to act in an advisory role to City administration and City Council in regards to community development, housing and human services programs. Per City Ordinance, the Board is responsible for providing policy guidance in preparing the City's Consolidated Community Development and Housing Plan and Annual Action Plan, the Citizen Participation Plan, and the 10 Year Homeless Plan.

During 2014 and 2015, the Community, Housing and Human Services Board updated its Consolidated Plan by incorporating strategies and investments; so that investments are leveraged with other local, state and federal funds that lead to stronger projects with improved outcomes.

Actions to Enhance Coordination (AP85)

The City has established a number of cooperative partnerships and collaborations with public and supportive housing providers, private and government health, local government, mental health and social service agencies to address its priority needs and will continue to do so.

Examples include:

- **Multi-family Housing:** the City works closely with Spokane County and the WA State Department of Commerce to coordinate the funding and development of multi-family housing units funded through the HOME program.
- **Tenant Based Rental Assistance:** the City partners with the local housing authority to manage the HOME tenant based rental assistance program. The TBRA program has been prioritized for high needs households and individuals. Referrals to the TBRA program via the community Coordinated Assessment program. Support Services are provided for all TBRA households through CoC Program and local Homeless Housing Assistance Act funded programs.
- **Fair Housing:** the City partners with the local HUD office, Spokane County and the NW Fair Housing Alliance to fund, plan and host an annual Fair Housing Conference.

- Homeless/Housing/Health, i.e. H3: a City-lead partnership between the City, the two largest local hospital emergency departments, local funders and non-profit housing and services providers to improve the health and housing stability of the most vulnerable homeless individuals touching these systems on a frequent basis.
- Strong Families Initiative: a City-led partnership between the City, the Spokane Housing Authority, Child Protective Services and non-profit housing and services providers to improve the lives and housing stability of families engaged with child welfare.
- The City is the convener and the Collaborative Applicant for the City/County Continuum of Care. The City coordinates a number of homelessness reduction system-wide strategies involving both public and private agencies such as Coordinated Assessment, Housing First and Rapid Re-housing through the Continuum of Care.

PROGRAM SPECIFIC REQUIREMENTS

Introduction (AP90)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income	\$0

Other CDBG Requirements

1. The amount of urgent need activities	\$0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income	100%

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)**Other Investments (AP90)**

Spokane does not plan to directly use other forms of investment beyond those listed in 92.205.

Guidelines for Resale/Recapture of HOME Funds (AP90)

HOME regulation 92.254 describes qualifications of homeownership activities as affordable housing. City of Spokane has not budgeted HOME funds for homeownership activities. The City retains written agreements used in a previous homeownership program. These agreements include a recapture provision triggered if a borrower sells, transfers, refinances, or changes the use of the property during the HOME period of affordability. This loan provision limits recaptured funds to net proceeds available from the sale rather than the entire HOME investment. Other City home repair programs (e.g., Single Family Rehabilitation and Lead Safe Spokane) use this same loan recapture provision which limits any recaptured funds to net proceeds of a sale. Consequently, the City is not required to repay HUD should any sale, short sale, foreclosure, involuntary sale, etc. of a program-assisted home provide insufficient funds to fully repay the amount of loaned HUD funding.

Guidelines Ensuring Affordability (AP90)

HOME regulation 92.254(a)(4) describes the minimum HOME period of affordability based upon the amount of HOME homeownership assistance. The City of Spokane has not budgeted HOME funds for homeownership activities. The City previously established maximum HOME assistance for each homebuyer transaction and that HOME assistance required a 10-year period of affordability. Earlier homeownership assistance loan documents provided some debt forgiveness over the 10-year HOME affordability period. All City homeownership assistance written agreements included a recapture provision that triggered repayment if a borrower sells, transfers, refinances, or changes the use of the property during the HOME period of affordability. This recapture provision limits recaptured funds to any net proceeds available from the sale rather than the entire HOME investment.

Similarly, HOME-funded affordable rental housing projects include acquisition, new construction, and/or renovation trigger minimum periods of affordability per 24 CFR 92.252(e). New construction projects are always subject to the regulation's 20-year affordability period but acquisition and/or rehab projects commonly trigger a 15-year HOME affordability period. The City chooses to independently extend the periods of affordability beyond the minimum required by HUD regulation. These City-imposed extended periods of affordability follow expiration of HUD-required minimum affordability periods for a 10 year period. These City-imposed affordability periods are described further in the HOME Multifamily Housing Program Description and agreements.

Refinancing Plans (AP90)

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows: HOME funds will not be used to refinance existing debt secured by housing that is being rehabilitated with HOME funds under 24 CFR 92.206(b). However,

HOME funds may be used to pay off principal and interest of a construction loan, bridge financing loan, or guaranteed loan as provided under 24 CFR 92.206(g).

Emergency Solutions Grant (ESG) Reference 24 CFR 91.220(I)(4)

Written Standards for Providing ESG assistance (AP90)

The Emergency Solutions Grant funds, in conjunction with additional funding sources, are currently funding Coordinated Assessment Initiatives through rapid re-housing, and shelter activities.

The following program standards have been developed with community feedback, based on the feedback from CoC programs administering these funded activities. The standards continue to take into account the smaller resources and even greater targeting needed for ESG. These standards are included in program specific guidelines for all ESG funded programs.

a. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant.

The City's local Homeless Families Coordinated Assessment Program, which began in October 2012, coordinates all family homeless service programs to provide prevention and rapid re-housing assistance in addition to placement in interim and permanent supportive housing, if applicable.

The program utilizes the Family Service Prioritization Decision Assistance Tool (F-SPDAT) and Family Vulnerability Index Service Prioritization Decision Assistance Tool (VI-FSPDAT) to assess families for appropriate housing and service interventions based on vulnerability rather than a first come first serve model. HFCA adopted the tool in December 2014 and adjusted its service delivery model to prioritize housing resources for the highest need families. The VI-FSPDAT and FSPDAT provide a consistent way of assessing households across the Continuum of Care and assists HFCA in connecting families with an appropriate housing intervention based on their level of need.

Given that the resources provided under ESG are a fraction of that available under HPRP, the system targets resources for households at shelter door, focusing on rapid re-housing and shelter diversion, and coordination with existing homeless provider resources.

Through the HFCA program, a network of service providers in coordination with the lead agency provide rapid re-housing and targeted prevention / diversion services in a coordinated manner, using standard, shared policies for evaluating eligibility.

Families may access the program through one of two entry points:

1. By walking into the HFCA program for an assessment
2. Through targeted outreach and screening with a partnering service provider

At whichever point a household with children contacts the program and preliminary eligibility is determined, an HFCA assessment and VI-FSPDAT is completed to see what type of housing intervention the family scores for. The VI-FSPDAT is a quick assessment that determines the presence of barriers contributing the vulnerability of the family and gives HFCA an idea of which housing track would be most appropriate based on the family's vulnerability.

Households without children can access services through the Singles Homeless Coordinated Assessment (SHCA) System. SHCA began in October of 2014 as a decentralized assessment system with a lead agency to facilitate the training and coordination of assessment sites. SHCA also uses the VI-SDPAT and SPDAT tools to provide common outcome data and measurable results. An individual can access services by walking into the SHCA lead agency or a partnering service provider. Once a VI-SPDAT is completed in HMIS, a housing referral can be made to the appropriate housing track based on the individual's vulnerability and desired housing intervention.

b. Policies and procedures for coordination among providers.

Providers receiving ESG funds coordinate at several levels:

All programs funded to provide Rapid Re-Housing services with ESG funds will coordinate through the Implementation of a Learning Community convened by the lead agency. This learning community will meet at least quarterly to review the program progress and review any modifications to the policies and procedures. Case managers will participate in the learning communities which will be a forum to discuss information on case management and housing stabilization challenges and strategies.

HFCA and SHCA staff coordinate with participating shelters, transitional housing and permanent supportive housing providers, on a daily basis as they determine housing availability and placement of households into the appropriate housing intervention based on the family or individual's assessed vulnerability. HFCA and SHCA staff also have strong coordination and referral relationships to other service providers that offer support services including employment training and placement, food pantry, health care and other services.

All participating homeless providers in Spokane County are connected through the HMIS system, which allows providers to see the service connections clients have, and to follow up on referrals. Both the monthly HFCA and SHCA learning communities, as well as the Spokane Homeless Coalition meeting, provides opportunities for all homeless service providers to coordinate services.

c. Policies and procedures for which families will receive prevention and which will receive rapid re-housing

Eligible households that are literally homeless at the time of contacting the program and are living in shelter or in a place not meant for human habitation will receive rapid re-housing services. Eligibility for

Rapid Re-housing is based both on the VI-SPDAT score and housing status and services are prioritized by highest VI-SDPAT score, not first come first served.

Families that contact HFCA seeking shelter entry will qualify for prevention assistance if they meet the definition of “at risk of homelessness” and if their prior experience indicates they are most likely to lead to a shelter entry –prior stay in shelter or transitional housing program and/or experienced homelessness in the past 18 months. Prevention assistance is not funded through ESG at this time.

HFCA may provide diversion support to households may to maintain their current housing if that situation is safe and sustainable. Support for these households comes in the form of landlord mediation, case management and connection to resources. SHCA does not currently have funds for diversion services, though staff does provide support to households at risk of losing their housing when they are able.

d. Standards for determining share of rent and utilities each program participant will be provided and how that assistance will be adjusted over time.

The philosophy adopted by programs providing ESG funding is based in providing "the least amount of assistance for the least amount of time" while proving enough support to be reasonably sure that the housing will stick. To accomplish this providers administering rapid re-housing are using a progressive engagement model of financial assistance and services.

Any household moving to new housing will receive up to 100% of deposit and one month's rent based on the households need. Households can pay up to 30% of gross income towards their deposit and rent. Households will be assessed monthly for continuing financial and support need. Households will continue to qualify for assistance, based on an identified need, for up to 90 days. Extensions can be permitted with prior approval when a household is identified with higher barriers. Households that score in the range for PSH using the SPDAT tool can access rapid re-housing while a PSH unit is obtained. Utility assistance will be referred to other programs, such as the LIHEAP program and other local utility assistance programs.

e. Standards for determining how long a program participant is assisted and whether and how the amount of that assistance will be adjusted over time.

The philosophy adopted by programs providing ESG funds is designed on a "progressive engagement" model, intended to provide as little support as needed to divert or re-house households quickly and reserve resources as much as possible for other households, while leaving the door open for increased assistance if needed.

As described above, households will be assessed monthly for continuing financial and support need. Households will continue to qualify for assistance, based on an identified need, for up to 90 days. Extensions can be permitted with prior approval. Monthly assessments allow for household's to receive

services based on their need or to be moved to another housing program if higher need warrant more intensive supports.

f. Standards for the type, amount and duration of stabilization services.

The “progressive engagement” model is intended to provide as little service as needed to divert or re-house households quickly and reserve resources as much as possible for other households, while leaving the door open for increased assistance if needed. All households will receive an initial assessment and referrals to appropriate community- based services through the HFCA and SHCA programs. Money management/budgeting training will be provided for any household receiving assistance. ESG funded program staff is expected to work with households to obtain benefits, including income and health coverage, or make referrals to agencies that can assist with this. Households in need of housing search assistance will receive help identifying units and making referrals to landlords and assist with applications, as needed.

Through the Learning Community process the type and duration of stabilization services is consistently addressed. Eligible households will receive housing and income-focused support services, focused on ensuring that the household has the support needed to make progress on the housing stabilization plan and that the landlord is satisfied that the household is receiving support for housing related needs. When households are determined over income, rent assistance can be extended for up to an additional 3 months and case management can continue for up to an additional 6 months to support households transition to self-sufficiency.

Coordinated Assessment System (AP90)

In 2012, the CoC developed and funded a Coordinated Assessment Program for homeless and at-risk families. All CoC funded family homeless programs including emergency shelter, transitional housing and permanent supportive housing are required to participate with the Homeless Families Coordinated Assessment (HFCA) program and accept all housing placements through the system. Families can access the HFCA program via phone, walk in, or through targeted outreach by a partnering services provider. All families are screened and assessed with a tool that determines client eligibility and prioritizes client’s needs for services. The HFCA program also screens for rapid re-housing, prevention. The assessment identifies and prioritizes families for these interventions.

In 2014 a system specific to single homeless individuals was implemented. The Singles Homeless Coordinated Assessment (SHCA) is a decentralized assessment system where individuals can be assessed for housing at five different locations and through homeless outreach teams throughout Spokane County in. NAP serves as the lead agency, completing a majority of the assessments and overseeing training of SHCA assessors. Individuals are initially assessed using the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) and prioritized for a specific housing intervention based on his or her VI-SPDAT score.

Process for Making Sub-awards and ESG Allocations (AP90)

Locally, the City of Spokane and Spokane County receive and administer ESG funds. As the CoC lead the City of Spokane works, through the Continuum of Care Advisory Committee and Community Housing and Human Services Board (CHHS), to determine priorities for homeless funding. Spokane County staff sits on both the Continuum of Care Advisory Committee and CHHS Board and is an integral part in determining how all homeless funds, including ESG funds, are allocated in the community. During the application process for homeless funding a subcommittee of the CHHS reviews applications and makes funding recommendation. A representative from both ESG jurisdictions participates in this process. Applicants eligible to apply for ESG funds include:

- City or County governments Public and private nonprofit organizations (501(c)(3))
- Private for profit organizations or individuals may implement certain economic development, low-income housing rehabilitation and microenterprise activities.
- Faith based organizations

Homeless Participation Requirements (AP90)

The City currently meets the homeless participation requirement detailed in 24 CFR 576.405(1) through formerly homeless individuals' membership on the Community, Housing and Human Services Board subcommittees, Continuum of Care Advisory Committee, and the CHHS Evaluation and RFP Committee. These committees are responsible for recommending policies and funding decisions.

Performance Standards for Evaluating ESG (AP90)

All programs funded through ESG are evaluated for performance quarterly. Data for these evaluations is pulled from the Homeless Management Information System. In addition, all ESG funded programs are required to ensure HMIS data quality by the 5th of each month.

Programs funded for rapid re-housing are measured by the number of households exiting to permanent housing, the average term of homelessness, the number of households with increased income at exit, and the number of households connected with mainstream services at exit.

Programs funded for emergency shelter operations are required to enter universal data into the HMIS system and record entry and exit dates. In addition, these programs are measured by the number of households who exit from the emergency shelter into permanent housing, the average length of stay in the program, the number of households exiting with increased income and connection to mainstream resources.

Discussion:

The City adopted Grant Management and Financial Assistance Policies and Procedures that became effective 4/1/14. These procedures were developed to address federal, State and City statutory and

regulatory requirements, in addition to providing City staff with a system of ensuring project compliance and accomplishment.

The City will report annually on the progress it has made in carrying out the strategic plan and action plan. This performance report will comply with HUD's requirements and format and will be submitted by the date specified by HUD.

The City has four monitoring tools to ensure compliance with statutory and regulatory requirements. These are (a) policies and procedures, (b) contract requirements, (c) desk-top monitoring, and (d) on-site monitoring. The City's Community, Housing and Human Services Board establishes policies that guide the application and allocation process for entitlement funded programs and activities.

All applications are evaluated to determine if they are (1) program eligible (2) consistent with local, state and federal regulations and (3) viable as submitted.

Projects funded through CDBG, HOME or ESG will be managed directly, through another City Department, by a vendor selected by an RFP process (e.g. Single Family Housing Rehabilitation Program) or by a subrecipient under contract with the City. In addition to the scope of work, duration and projected accomplishments, each contract contains federal, state and local program requirements, deliverables and/or performance measurements.

Construction projects that require compliance with federal labor standards have an additional layer of review that frequently includes a pre-construction conference with the Contract Compliance Officer, project manager, subrecipient and the project's architect or general contractor. Additional requirements may include MWBE and Section 3 outreach.

Site visits are typically scheduled with new subrecipients prior to contracting to provide technical assistance and to review the organization's financial and administrative systems. During the 2015 program year, the City may conduct workshops for subrecipients on administrative systems as well as application assistance.

During the program year, the City schedules monitoring visits with subrecipients in accordance with an approved monitoring plan and risk assessment.

The City has standardized procedures to ensure that all fiscal information is correct and complete before it is submitted to HUD for reimbursement with CDBG, HOME and ESG funds. Once the City's letter of credit is approved and the funds become available, separate project account numbers are established in the City's Financial Management System.

HUD-approved projects are linked to accounts via the City's Financial Management System. A continuing balance for each project is maintained electronically and can be accessed on a daily basis. Departmental records are balanced to the City's records monthly. Also, City records are balanced to HUD's cash and management information system (IDIS).

When subrecipients request reimbursement, they are required to submit a voucher reimbursement request with backup documentation. Project managers and accounting staff review both.

Reimbursement requests are reviewed for eligibility and appropriateness under contracted provisions. If an inappropriate or ineligible cost is incurred, or if performance falls below projections, the City will not reimburse the subrecipient and will work towards rectifying the deficiency.

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

04/27/2015

Date Rec'd

4/6/2015

Clerk's File #

ORD C35250

Renews #Submitting Dept

PLANNING & DEVELOPMENT

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

0650 - 43RD TO 44TH ALLEY FROM SCOTT TO GARFIELD - STREET VACATION

Agenda Wording

Vacation of the alley between 43rd Avenue & 44th Avenue, from Scott Street to Garfield Street, requested by Black & Warrick, LLC.

Summary (Background)

At its legislative session, held March 30, 2015, the City Council set a hearing on the above vacation for April 27, 2015. Since that time, staff has solicited responses from all concerned parties.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MEULER, LOUIS

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

PCED 3/30/15

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City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35250

An ordinance vacating the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue.

WHEREAS, a petition for the vacation of the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between Garfield Street and Scott Street from the south line of 43rd Avenue to the north line of 44th Avenue in the Southeast Quarter of Section 32, T25N, R43E, W.M., Spokane, Washington is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the north 20 feet of the vacated area for the utility service of Comcast to protect existing utilities.

Section 3. In accordance with the Permit to Enter agreement with Black & Warrick, LLC dated January 7, 2015, the City suspends the provision to charge the appraised valuation for the vacated land in exchange for the use of a portion of parcel number 35324.3101 as a temporary construction easement for a CSO Tank to be installed in the public right-of-way adjacent to the property.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

stvac\ 43rd 44th Alley Ordinance



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
P1500183VACA**

LOCATION: The alley between 43rd and 44th from Scott St. to Garfield St.

PROPONENT: City of Spokane, Engineering Design

PURPOSE: In exchange for the City using applicant's private property during the construction of a CSO tank in 43rd.

HEARING: 4/20/15

REPORTS:

AVISTA UTILITIES – Avista currently has 3 street lights in the alley. These serve three different parcels, all owned by the same party. If this property owner is going to aggregate all of the properties into 1 there would be no problem and we would not need any easements. If the property owner ever decides to sell the Southeast parcel we will have to bring in electric and gas from either unimproved 44th or unimproved Garfield. If the property owner requests a vacation of either of those two streets we would probably request an easement along one of them to get gas to this landlocked SE parcel. For now I believe we are fine with alley vacation and we will not need reservations for easement rights.

COMCAST – Comcast has no problems with the vacation as long as they have access to their down guy at the north end of the alley.

CENTURYLINK – No Objection

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comment.

FIRE DEPARTMENT – No objection.

NEIGHBORHOOD SERVICES – No comment.

PARKS DEPARTMENT – No comment.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – 8" sewer main in the proposed vacation area. The sewer department will need a

no-built easement or the line must be taken over by the applicants and become private sewer.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No issues.

PLANNING & DEVELOPMENT – PLANNING – No Concerns.

POLICE DEPARTMENT – No issues.

SOLID WASTE MANAGEMENT – No comment.

STREET DEPARTMENT – No comment.

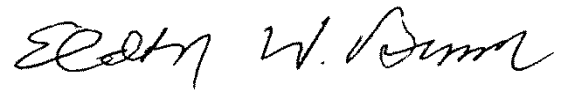
WASTEWATER MANAGEMENT - The alley contains an active 8” public sewer main which provides sewer service for both 4315 S. Scott and the property to the east. Recommend converting to private with private maintenance agreements or 30 foot easement and the City maintain and have ownership.

WATER DEPARTMENT – No objection – no water facilities in designated area.

BICYCLE ADVISORY BOARD – No comment.

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. The ordinance will provide that Comcast retain an easement to the north 20’ of the vacated alley for repair, and maintenance of existing utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The ordinance will provide that the sewer in the alley either become a privately maintained sewer or the City of Spokane retain an easement across the entire width of the alley for the maintenance of the sewer main.
4. Granting the applicants a no-cost vacation in exchange for the use of their property for the construction of a CSO project in the vicinity.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2016**.

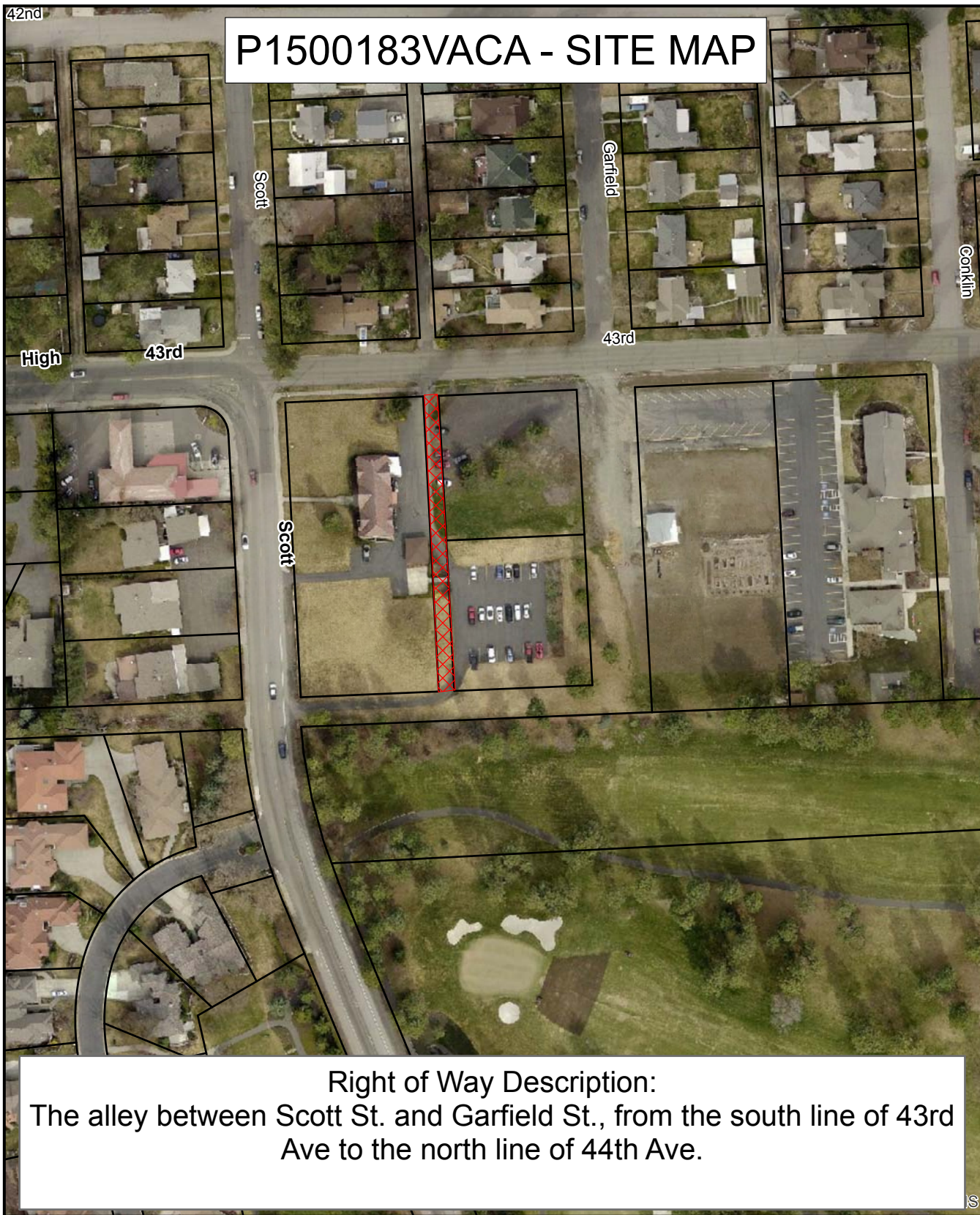
A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent than the last name "Brown".

Eldon Brown, P.E.
Principal Engineer – Developer Services

EDJ
\\stvac\43rd & 44th Alley

42nd

P1500183VACA - SITE MAP



Right of Way Description:
The alley between Scott St. and Garfield St., from the south line of 43rd Ave to the north line of 44th Ave.

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

80 40 0 80 160 Feet



AREA

COSGIS
City of Spokane GIS

DISTRIBUTION LIST
VACATION OF ALLEY BETWEEN 43RD AND 44TH FROM SCOTT STREET
TO GARFIELD STREET

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

HEATHER TRAUTMAN

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

SOLID WASTE MANAGEMENT

ATTN: Scott Windsor

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

PUBLIC WORKS

ATTN: RICK ROMERO
MARCIA DAVIS

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

CENTURY LINK

ATTN: KAREN STODDARD

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

ALLEN, P M & D A
4227 S GARFIELD ST
SPOKANE, WA 99203-6240

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

WAKELEY, DAVID A
4217 S SCOTT ST
SPOKANE, WA 99203-6256

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

MILLER, KATHLEEN V/PONIKVAR, BEVERLY A
3814 E 51ST AVE
SPOKANE, WA 99223

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK

HITE, RYAN & AMY
4208 S SCOTT ST
SPOKANE, WA 99203-6257

DISTRIBUTION LIST
VACATION OF ALLEY BETWEEN 43RD AND 44TH FROM SCOTT STREET
TO GARFIELD STREET

FILCHER, DENNIS J / DOTSON, JENNIFER S
4204 S SCOTT ST
SPOKANE, WA 99203

MACRI, RACHEL L
4207 S SCOTT ST
SPOKANE, WA 99203-6256

SYNERGISTIC SOFTWARE SYSTEMS INC.
PO BOX 8488
SPOKANE, WA 99203

GUIN, CORA LEE
4208 S GARFIELD ST
SPOKANE, WA 99203

CARTY, GEORGE P
4209 S GARFIELD ST
SPOKANE, WA 99203-6240

SEUBERT, RUBY
4203 S SCOTT ST
SPOKANE, WA 99203-6256

GOODWIN, DON F
4218 S GARFIELD ST
SPOKANE, WA 99203-6241

BROWN JR, HUGH S
PO BOX 19312
SPOKANE, WA 99219-9312

CADY, STEPHANIE A WILLIAMS & AARON M
4214 S GARFIELD ST
SPOKANE, WA 99203-6241

PETERS, ROBERT H
4211 E 36TH AVE
SPOKANE, WA 99223

IRBY, KEVIN
2114 BIRCH AVE
LEWISTON, ID 83501

DEMERSSEMAN, LAURA J
4228 S GARFIELD ST
SPOKANE, WA 99203

AVERY, BONNIE J
4224 S SCOTT ST
SPOKANE, WA 99203-6257

HOWARD, HEATHER
4224 S GARFIELD ST
SPOKANE, WA 99203-6241

HUTSINPILLER, MOLLY
4328 S PERRY ST
SPOKANE, WA 99203

CRAMER, JARED K & JESSIE K
4218 S SCOTT ST
SPOKANE, WA 99203-6257

CALLEN ETAL, M
4221 S GARFIELD ST
SPOKANE, WA 99203-6240

WOLFE, RUSSELL J & CARRIE A/FAWCETT V A
4214 S SCOTT ST
SPOKANE, WA 99203-6257

BAKER, JOHN W & RUTHELL
4215 S GARFIELD ST
SPOKANE, WA 99203-6240

DISTRIBUTION LIST
VACATION OF ALLEY BETWEEN 43RD AND 44TH FROM SCOTT STREET
TO GARFIELD STREET

BLACK & WARRICK LLC
4315 S SCOTT ST
SPOKANE, WA 99203

BEAUTIFUL SAVIOR LUTHERAN CHURCH
4320 S CONKLIN
SPOKANE, WA 99203

TASHPO, LLC
726 E 43RD AVE
SPOKANE, WA 99203

BROWN, THOMAS E & MARY A
4115 S MARTIN ST
SPOKANE, WA 99203-4230

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

04/27/2015

<u>Date Rec'd</u>	4/13/2015
<u>Clerk's File #</u>	ORD C35253
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PLANNING & DEVELOPMENT
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	0650 - STREET VACATION - FRONT AVENUE/ERIE STREET

Agenda Wording

Vacation of a portion of existing right-of-way bordered by Erie Street, Front Avenue and vacated Ivory Street as requested by City of Spokane.

Summary (Background)

At its legislative session held March 30, 2015 the City Council set a hearing on the above vacation for April 27, 2015. Since that time, staff has solicited responses from all concerned parties.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 3/16/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	ebrown@spokanecity.org	
<u>Additional Approvals</u>		edjohnson@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35253

An ordinance vacating portions of Front Avenue, Erie Street, and an adjacent alley.

WHEREAS City Council hereby initiates procedures to vacate a portion of land, more particularly described below, pursuant to RCW 35.79.010,

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the land described in the following legal description is hereby vacated. Parcel number not assigned.

Those portions of Lots 1, 2, 3, 12, 13, and 14 and a portion of the alley in Block 24 of Dennis and Bradley's Addition, together with a portion of Erie Street, according to the plat recorded in volume "A" of Plats, pages 160 and 161, in the Southeast quarter of Section 17, T25N, R43E, W.M., in the City of Spokane, Spokane County, Washington, described as follows:

Beginning at the southwest corner of said Block 24; thence along the boundary of said Block 24, as shown on the Record of Survey filed in Book 155 of surveys, at pages 75 through 91, the following two (2) courses:

1) North 02°10'35" West 80.03 feet;

2) North 35°55'59" East 29.22 feet to a point on the southeasterly right-of-way line of Front Avenue; thence along said southeasterly right-of-way line as shown on said record of survey, North 53°47'58" East 86.18 feet to the **True point of beginning**, a point on a 809.50 foot radius nontangent curve, concave southeasterly, the center of circle of which bears south 74°37'27" East; thence northeasterly along the arc of said curve through a central angle of 1°47'51", 25.40 feet to the point of compound curve of a 459.50 foot radius curve, concave southeasterly, the center of circle of which bears south 72°49'35" east, thence northeasterly along said curve, through a central angle of 19°30'31", 156.45 feet; thence along a nontangent line, south 40°25'42" east, 86.08 feet to a point on said southeasterly right-of-way line of Front Avenue; thence along said southeasterly right-of-

way line of Front Avenue, south 53°47'58" west 165.37 feet to the **True point of beginning**;

Together with that portion of the alley in Block 24 of Dennis and Bradley's Addition lying north of the following line. Said line being 125 feet south of the centerline of the Chicago, Milwaukee, St. Paul, Pacific, Railroad as described on the Quit Claim Deed recorded August 14, 1951, as Auditor's File No. 48377B (Vol 615, PG 100&101);

Except that portion of Lot 1, Block 24 lying southwesterly of said line described as follows. Beginning at the southwest corner of said Block 24; thence along the boundary of said Block 24, as shown on the Record of Survey filed in Book 155 of surveys, at pages 75 through 91, the following two (2) courses:

- 1) North 02°10'35" West 80.03 feet;
- 2) North 35°55'59" East 29.22 feet to a point on the southeasterly right-of-way line of Front Avenue; thence along said southeasterly right-of-way line as shown on said record of survey, North 53°47'58" East 86.18 feet to the **True point of beginning**, a point on a 809.50 foot radius nontangent curve, concave southeasterly, the center of circle of which bears south 74°37'27" East; thence northeasterly along the arc of said curve through a central angle of 1°47'51", 25.40 feet to the point of compound curve of a 459.50 foot radius curve, concave southeasterly, the center of circle of which bears south 72°49'35" east, thence northeasterly along said curve, through a central angle of 19°30'31", 156.45 feet; thence along a nontangent line, south 40°25'42" east, 86.08 feet to a point on said southeasterly right-of-way line of Front Avenue and the terminus of said line.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, Comcast and the City of Spokane to protect existing and future utilities.

Section 3. This Ordinance shall not become effective until 30 days after the City has received a fully executed release by Burlington Northern Railroad of all interest in and to the area vacated herein.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
March 18, 2015**

LOCATION: A portion of Front Ave

PROPONENT: City of Spokane

PURPOSE: Vacating right-of-way in order to exchange property for the new Martin Luther King Jr. Way Project.

HEARING: April 27, 2015

REPORTS:

AVISTA UTILITIES – It appears that we have both electric and gas in the proposed vacation area. Please reserve a general utility easement for Avista in the ordinance. If it turns out later we need to move and or release, we can do what we did under the new hotel downtown.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our plant. I know that MLK is going through this way and all Utilities are being moved. If an easement is granted, then we have no problem with the vacation.

CENTURYLINK – No comments.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments.

FIRE DEPARTMENT – No objection.

NEIGHBORHOOD SERVICES - No comments.

PARKS DEPARTMENT - No comments.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – 8" & 10" CI water mains in the vacation area. At a minimum a 10' or 20' no build easement will be required centered on the pipes or remove and replace mains.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No objection.

PLANNING & DEVELOPMENT – PLANNING – Maintain frontage on all parcels.

POLICE DEPARTMENT – No concerns

SOLID WASTE MANAGEMENT - No comments.

STREET DEPARTMENT – Traffic Operations, Streets, and Signal Operations see no issues.

WASTEWATER MANAGEMENT – There exists three storm inlets in this area of proposed vacation. If this area is vacated, these existing catch basins must be disconnected from the City's system at the right-of-way line and the downstream pipes property plugged. Also, as private property, all on-site runoff must be maintained and treated on site in accordance with State and City requirements.

There are also a number of old abandoned-in-place sanitary sewer pipelines in the proposed vacation area, which connect to an old abandoned City CSO outfall pipe to the river. These pipes within the proposed vacation area must be disconnected from the City's system and the remaining abandoned City pipelines property plugged.

The Wastewater Department must be contacted if and when existing facilities currently connected to the City system are to be plugged, removed, or otherwise abandoned.

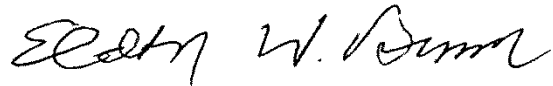
WATER DEPARTMENT - We want it noted for the record, that as Martin Luther King Way Project Design advances, serious consideration be given to water main design in MLK Way and in the specific area of this road vacation, maintain water system integrity.

BICYCLE ADVISORY BOARD – No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista Utilities, Comcast, and the City of Spokane shall be retained to protect existing and future utilities.
2. Existing stormwater catch basins must be disconnected from the city system and the downstream pipes must be plugged, under the supervision of the City of Spokane Wastewater Department.
3. Any old abandoned in place sanitary sewer pipelines in the vacation area must be disconnected from the City's sanitary system and property plugged under the supervision of the City of Spokane Wastewater Department.

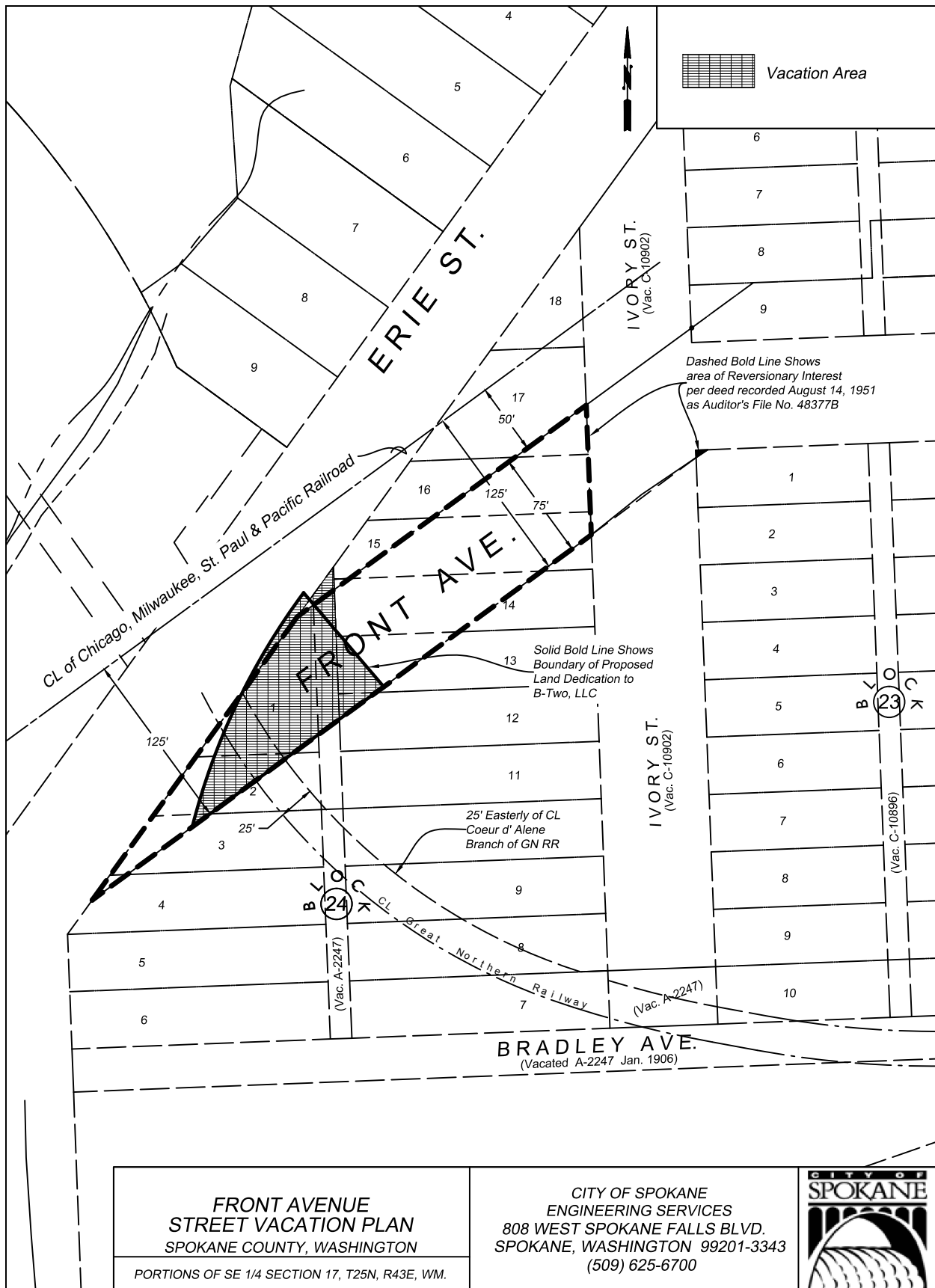
4. On-site stormwater runoff must be collected and treated on-site.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2016**.

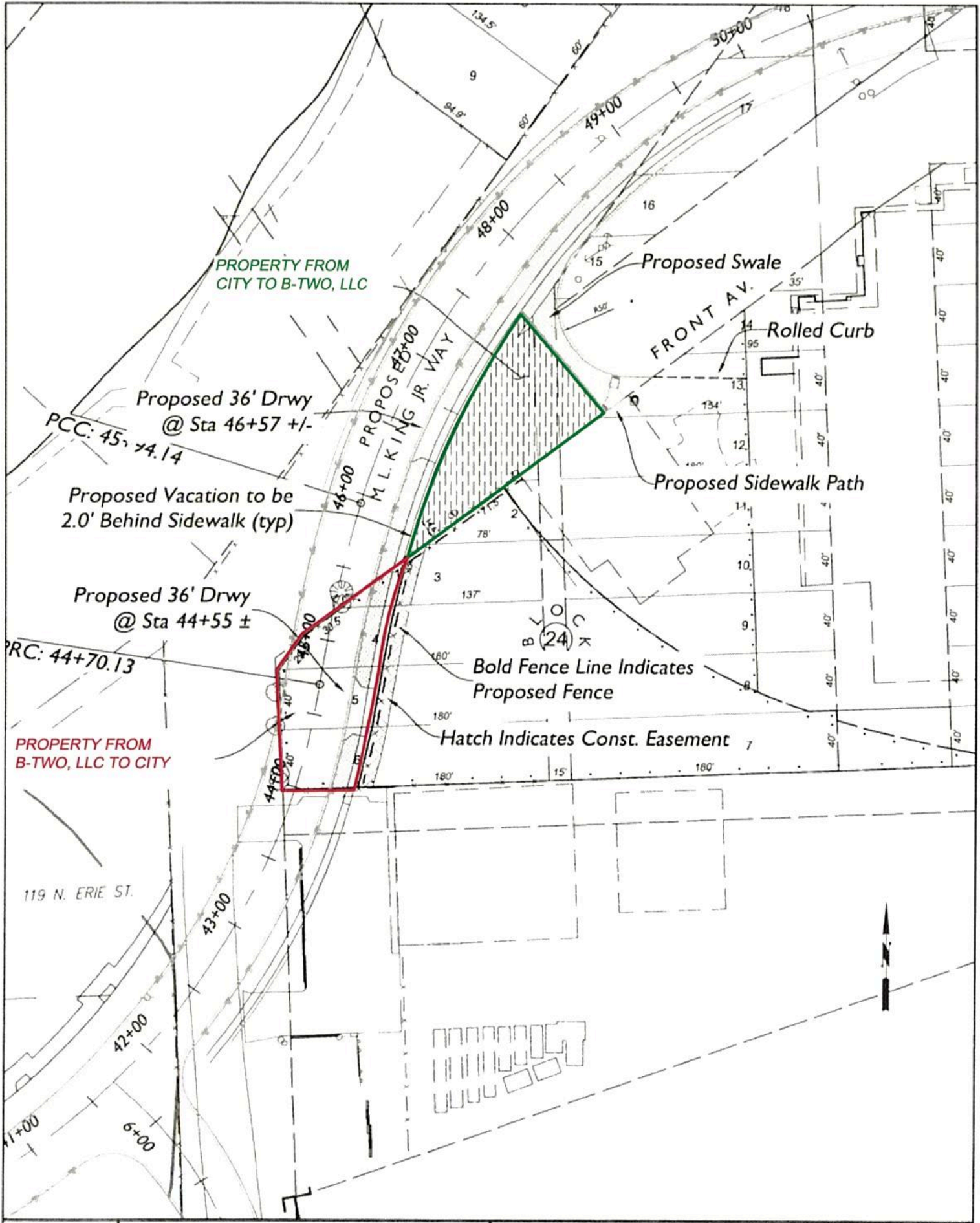
A handwritten signature in black ink, appearing to read "Eldon W. Brown".

Eldon Brown, P.E.
Principal Engineer – Developer Services

EDJ

\stvac\Front Ave





DISTRIBUTION LIST
VACATION OF FRONT AVENUE / ERIE STREET

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: Scott Windsor

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

CITY OF SPOKANE

808 W SPOKANE FALLS BLVD
SPOKANE, WA 99256-0001

BROWN PROPERTIES, LLC
2205 N WOODRUFF RD
SPOKANE, WA 99206

DISTRIBUTION LIST
VACATION OF FRONT AVENUE / ERIE STREET

UNION GOSPEL MISSION
PO BOX 4066
SPOKANE, WA 99202-0066

SPOKANE FOOD BANK
1230 E FRONT AVE
SPOKANE, WA 99202-2148

RIVER BEND PROPERTY OWNERS
ASSOCIATION
2205 N WOODRUFF RD
SPOKANE, WA 99206

UNION GOSPEL MISSION
PO BOX 4066
SPOKANE, WA 99202

WILLAR CORP
1212 E FRONT AVE
SPOKANE, WA 99202-2148

B-ONE LLC
112 N ERIE ST
SPOKANE, WA 99202

B-TWO, LLC
112 N ERIE ST
SPOKANE, WA 99202