

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 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.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

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, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults 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, AUGUST 29, 2016

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

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 August 29, 2016:

User Name: **COS Guest**
Password: **8t29xZJm**

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. Agreement with Spokane County Sheriff's Office to accept funding from Washington Association of Sheriffs and Police Chiefs for the Registered Sex Offender Address and Residency Verification Program—\$60,000 Revenue. | Approve | OPR 2016-0664 |
| 2. Long term master lease agreement with Verizon allowing for the installation of "Small Cell" technology in the public right-of-way with a preference for City owned poles and signals—estimated \$35,000 Annual Revenue. (Various Neighborhoods) | Approve | OPR 2016-0665 |
| 3. Authorization for Willis of Seattle, the City's insurance broker, to purchase insurance policies for the City from September 1, 2016 to September 1, 2017—estimated renewal cost for the existing policies is \$1,750,000 (approximate \$100,000 decrease). | Approve | OPR 2016-0666 |

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------|
| 4. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through August 19, 2016, total \$9,041,795.71, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$8,756,327.29. | Approve &
Authorize
Payment | CPR 2016-0002 |
|
 | | |
| 5. City Council Meeting Minutes: August 15, 2016 and August 18, 2016. | Approve
All | CPR 2016-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

Park Board: One Appointment

RECOMMENDATION

Confirm CPR 1981-0402

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

- ORD C35430 Providing for the issuance and sale of a Limited Tax General Obligation Refunding Bond in the principal amount of not to exceed \$5,728,272 to provide funds to refund the City's outstanding Limited Tax General Obligation and Refunding Bonds, Series 2005A (tax-exempt); fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, declaring an emergency and providing for other matters properly relating thereto.

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0072 Setting hearing before City Council for September 26, 2016 for the vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, as requested by Avista. (Riverside Neighborhood)
- RES 2016-0073 Relating to recognizing the second Monday in October each year as Indigenous Peoples' Day in the City of Spokane.

NO FINAL READING ORDINANCES

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

ORD C35428 Relating to the process for City Council approval of Mayoral appointments; amending sections 2.005.010 and 3.01A.100 of the Spokane Municipal Code.

ORD C35429 Relating to City Council confirmation of Mayoral appointments; amending SMC sections 2.005.010, 3.01A.100, and 3.01A.195.

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The August 29, 2016, Regular Legislative Session of the City Council is adjourned to September 12, 2016.

Note: The regularly scheduled City Council meeting for Tuesday, September 6, 2016, has been canceled. (There is no meeting on Monday, September 5, 2016, due to the recognized observance of the Labor Day holiday.)

NOTES



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/16/2016
Clerk's File #	OPR 2016-0664
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 8354527
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-REGISTERED SEX OFFENDER FY2016-2017

Agenda Wording

Agreement between Spokane County (Spokane, WA) and City of Spokane Police Department to accept funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender (RSO) Address and Residency Verification Program.

Summary (Background)

Spokane County Sheriff's Office in collaboration with Spokane Police Department were awarded funding from WASPC for the RSO Address and Residency Verification Program. This is a recurring grant updated on an annual basis. The program is for face-to-face verification of a registered sex offender's address at the place of residency. Award period is July 1, 2016 to June 30, 2017. SPD will use \$57,000.00 to fund a detective position. \$3,000.00 will be used for training and travel.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 60,000.00	#	1620-91735-21250-VARIOUS
Revenue	\$ 60,000.00	#	1620-91735-21250-33469-99999
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session</u>	PSC Meeting 08/15/2016
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	WHITNEY, TYLER	ewade	
<u>Additional Approvals</u>		slynds	
<u>Purchasing</u>		sbrown	
		cpeterson@spokanecounty.org	

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE
POLICE DEPARTMENT IN CONJUNCTION WITH
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY
VERIFICATION PROGRAM FY16 GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		2. Contract Amount <p style="text-align: center;">\$60,000</p>		3. Tax ID# 91-6001280	
5. Grantee Representative Sarah Lynds City of Spokane Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 slynds@spokanepolice.org		4. DUNS# 938132271			
6. County's Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 Phone: (509) 477-7273 kgrytdal@spokanecounty.org					
7. Grantor ID #	8. Original Grant ID# RSO 16-17 Spokane	9. Start Date 07/01/16	10. End Date 06/30/2017		
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs					
12. Federal Funds (as applicable) N/A	13. CFDA # N/A	14. Federal Agency: N/A			
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.					
18. COUNTY and the GRANTEE, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.					
FOR THE GRANTEE :			FOR COUNTY:		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		

(FACE SHEET)

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: SERVICES

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

SECTION NO. 2: COMPENSATION

COUNTY shall reimburse GRANTEE an amount not to exceed the amount set forth in Attachment "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". GRANTEE's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY'S representative designated hereinafter. Requests for reimbursement by GRANTEE shall be made quarterly and are due on or before the following: October 15, 2016 (for the preceding July 1-September 30 period), January 15, 2017 (for the preceding October 1-December 31 period), April 15, 2017 (for the preceding January 1-March 31 period), and July 15, 2017 (for the preceding April 1-June 30 period). In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

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

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

SECTION NO. 3: TERM

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

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment "A" will be solely with GRANTEE. No agent, employee, servant or otherwise of GRANTEE shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of

GRANTEE are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. GRANTEE will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 5: VENUE STIPULATION

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

SECTION NO. 6: COMPLIANCE WITH LAWS

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

- A. Audits – 2 CFR Part 200.
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b))
- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230.
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program.

F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a

Washington State Laws and Regulations

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

SECTION NO. 7: NON-DISCRIMINATION

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

SECTION NO. 8: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

The GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation.

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

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

SECTION NO. 10: NEW CIVIL RIGHTS PROVISION

The GRANTEE shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

SECTION NO. 11: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation

services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

SECTION NO. 12: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

SECTION NO. 13: TERMINATION FOR CAUSE / SUSPENSION

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

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

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

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

SECTION NO. 14: TERMINATION FOR CONVENIENCE

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

SECTION NO. 15: TERMINATION PROCEDURES

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

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

Upon termination of the AGREEMENT, COUNTY shall pay the GRANTEE for any service provided by the GRANTEE under the AGREEMENT prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the GRANTEE if COUNTY later determines that loss or liability will not occur.

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

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

SECTION NO. 16: COUNTY REPRESENTATIVE

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

SECTION NO. 17: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by

first class delivery, postage prepaid addressed to the COUNTY or GRANTEE at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 18: HEADINGS

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

SECTION NO. 19: MODIFICATION

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

SECTION NO. 20: WAIVER

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

SECTION NO. 21: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the GRANTEE, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the GRANTEE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the GRANTEE. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The GRANTEE agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The GRANTEE will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

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

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

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

SECTION NO. 22: MAINTENANCE OF RECORDS

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

SECTION NO. 23: ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. GRANTEE has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce GRANTEE to execute the same.

SECTION NO. 24: SEVERABILITY

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

SECTION NO. 25: EXECUTION AND APPROVAL

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

SECTION NO. 26: COUNTERPARTS

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

SECTION NO. 27: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and GRANTEE representatives cannot resolve the dispute it

will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

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

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

SECTION NO. 28: NO THIRD PARTY BENEFICIARIES

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

SECTION NO. 29: SURVIVAL

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

SECTION NO. 30: INSURANCE

GRANTEE shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: GRANTEE shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: "Spokane County, its officers, agents and employees are named as an additional insured with respect to the 2016 Agreement between the COUNTY and GRANTEE."

WORKERS COMPENSATION: If GRANTEE has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the GRANTEE's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: GRANTEE shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion of the AGREEMENTS's insurance coverage requirements must be pre-approved by the Spokane County Risk Management Department. Services under this AGREEMENT shall

not commence until evidence of all required insurance and bonding is provided to the COUNTY. GRANTEE's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GRANTEE and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the GRANTEE's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the GRANTEE.

GRANTEE shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "Attention Agreement Between Spokane County and City of Spokane Police Department in Conjunction With Registered Sex Offender Address and Residency Verification Program FY16 Grant". Upon request, GRANTEE shall forward to the Risk Management Department the original policy, or endorsement obtained.

Failure of GRANTEE to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve the GRANTEE from liability in excess of such amounts.

SECTION NO. 31: AUDIT

A. General Requirements

GRANTEE shall procure audit services based on the following guidelines.

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

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

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

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

B. Federal Funds Requirement – 2 CFR Part 200

GRANTEE expending \$750,000 or more in a fiscal year in federal funds from all sources,

direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

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

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

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

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

In any case, the GRANTEE's financial records must be available for review by COUNTY and the Washington Association of Sheriffs and Police Chiefs.

C. Documentation Requirements

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

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

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

SECTION NO. 32: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or

- destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 4. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the GRANTEE is unable to certify to any of the statements in this AGREEMENT, the GRANTEE shall attach an explanation to this AGREEMENT.
- C. The GRANTEE agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.
- D. The GRANTEE further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COUNTY for assistance in obtaining a copy of these regulations.

SECTION NO. 33: SUBCONTRACTORS

GRANTEE shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by GRANTEE to provide the services under the terms of this AGREEMENT agree to comply with Section Nos. 5,

21, 30, 36, and 38 of this AGREEMENT. GRANTEE shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 34: ASSIGNMENT

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

SECTION NO. 35: ATTORNEYS' FEES

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

SECTION NO. 36: RECORDS MAINTENANCE

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

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

SECTION NO. 37: LOSS OF FUNDING

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

SECTION NO. 38: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COUNTY that is designated as "confidential" by COUNTY;
2. All material produced by the GRANTEE that is designated as "confidential" by COUNTY; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services,

addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The GRANTEE shall take all necessary

steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COUNTY. Upon request, the GRANTEE shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

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

SECTION NO. 39: COPYRIGHT PROVISIONS

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

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

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

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

SECTION NO. 40: REPORTING

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

Lt. Rob Sherar

**Program Manager
Spokane County Sheriff's Office
1100 West Mallon Avenue
Spokane, WA 99260-0300
RSherar@spokanesherriff.org**

SECTION NO. 41: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

SECTION NO. 42: POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 43: PUBLICITY

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

SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION

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

SECTION NO. 45: ORDER OF PRECEDENCE:

In the event of an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and state of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment "A" Scope of Work
- 4) Attachment "B" Budget

ATTACHMENT “A”

Scope of Work

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

1. The term of this AGREEMENT is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2016 and terminates on June 30, 2017.

2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender's address at the place of residency:
 - a. For level I offenders, once every twelve months;
 - b. For level II offenders, once every six months; and
 - c. For level III offenders, once every three months.For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.
4. The GRANTEE shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The GRANTEE is responsible to notify the County's Representative of any change in personnel. Non-reporting of change in personnel may impact GRANTEE's request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The GRANTEE shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The GRANTEE will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" will be used for GRANTEE to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this AGREEMENT. GRANTEE may also use funding from the Spokane County RSO Program as set forth in Attachment "B" Budget for "Travel/Training" to send staff to other training events.
9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Rob Sherar via email at RSherar@spokanesherriff.org for prior approval to use grant funds for proposed training events.

ATTACHMENT "B"
Budget

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000.00
Equipment	
Contracted Services	

Goods & Services	
Administrative Costs	
Travel/Training	\$3,000.00

Total Program: \$60,000.00

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

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

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

Payment will be on a reimbursement basis only.



Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY16

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

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

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

BY _____
(SIGN IN INK)

(TITLE) (DATE)



FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)



RECEIVED BY

DATE RECEIVED

DATE	DESCRIPTION	AMOUNT BILLED

**Briefing Paper
City of Spokane
Spokane Police Department
0680-REGISTERED SEX OFFENDER GRANT AWARD
ACCEPTANCE
August 15, 2016**

Subject

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

Background

The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.

Impact

- **Operations-** Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program.
- **Fiscal-** Grant supports Salaries and benefits of \$57,000.00 until June 30, 2017. The grant's budget also includes \$3,000.00 for travel and training. Total grant award is \$60,000.00.

Action

Recommends council approval for grant acceptance from SCSO through WASPC for one FTE, travel and training.

Funding

Supports acceptance of grant revenue to support an employee's salary and benefits and travel/training.



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/11/2016
Clerk's File #	OPR 2016-0665
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 - VERIZON MASTER LEASE AGREEMENT

Agenda Wording

Approval of a long term master lease agreement with Verizon allowing for the installation of "Small Cell" technology in the public right-of-way with a preference for City owned poles and signals. (Various Neighborhood Councils)

Summary (Background)

Per the updated cell tower ordinance, the City of Spokane has given preference to "Small Cell" technology as the next generation of cellular technology is deployed. This master lease with Verizon establishes the framework for installing this smaller cellular equipment within the public right-of-way and gives a preference for utilizing existing City locations.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ Various	#	0020 88100 99999 36291
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance 8/8/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	WHITNEY, TYLER	dsteele@spokanecity.org	
<u>Additional Approvals</u>		rlukas@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		mhughes@spokanecity.org	
		jahensley@spokanecity.org	
		jlargent@spokanecity.org	

SMALL CELL LICENSE AGREEMENT

THIS SMALL CELL LICENSE AGREEMENT (the “Agreement”) is dated as of _____, 20__ (the “Effective Date”), and entered into by and between the City of Spokane, a Washington municipal corporation (the “CITY”), and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless (“LICENSEE”).

Recitals

A. WHEREAS, the CITY is the owner of certain Poles (as defined in §1.11, below) located in the Rights-of-Way (as defined in Section 1.13 below) of the City of Spokane; and

B. WHEREAS, Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, is duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of Washington; and

C. WHEREAS, LICENSEE desires to use space on certain of the CITY’s Poles and/or the Rights-of-Way for construction, operation and maintenance of its telecommunications Network (as defined in §1.10, below) serving LICENSEE’s wireless customers and utilizing Equipment (as defined in §1.6, below), permitted by the Federal Communications Commission (“FCC”) and in accordance with FCC rules and regulations; and

D. WHEREAS, for the purpose of operating the Network, LICENSEE wishes to locate, place, attach, install, operate, control, and maintain Equipment on the Poles in the Rights-of-Way, owned by the CITY, and on other facilities owned by third parties; and

E. WHEREAS, LICENSEE is willing to compensate the CITY in exchange for a grant and right to use and physically occupy portions of the Poles and/or the Rights-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Agreement:

1.1 *Affiliate.* Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or

indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An "Affiliate" shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 Assignment or Transfer. "Assignment" or "Transfer" means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement or a Supplement are transferred, directly or indirectly, to a party other than an Affiliate. An "Assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 County/City. "County" means the County of Spokane, a political subdivision of the State of Washington. "City" means the City of Spokane, a municipality under the laws of the State of Washington.

1.4 Commence Installation. "Commence Installation" shall mean the date that LICENSEE commences to install its Equipment, or any expansion thereof, in CITY ROW.

1.5 Commence Operation. "Commence Operation" shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 Equipment. "Equipment" means the equipment cabinets, antennae, utilities and fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by LICENSEE under a particular Supplement and that comprise a Small Cell installation.

1.7 Information service. "Information service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information and content via telecommunications, and includes electronic publishing, as the same may evolve over time.

1.8 Laws. "Laws" means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the CITY or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.9 Municipal Facilities. "Municipal Facilities" means CITY-owned Poles, lighting fixtures, or electroliers located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

Municipal Facilities also includes Replacement Poles approved by the CITY and installed and dedicated to the CITY by LICENSEE.

1.10 Network. “Network” or collectively “Networks” means the telecommunication network operated by LICENSEE to serve its customers.

1.11 Poles. “Poles” shall mean any pole(s) that is owned and/or leased by the CITY.

1.12 PUC. “PUC” means the Public Utilities Commission of Washington.

1.13 Rights-of-Way. “Rights-of-Way” or “ROW” means public property including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for CITY public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Washington Department of Transportation.

1.14 Small Cell. “Small Cell” shall mean the Equipment at a particular location that comprises part of the Network, provided however, the space for the equipment cabinets shall not exceed 17 cubic feet, and the space for each antenna shall not exceed 3 cubic feet (or 6 cubic feet in total).

1.15 Supplement. “Supplement” shall mean each separate agreement, entered into between the CITY and LICENSEE with regard to a specific Small Cell installation, the form of which is attached hereto as Exhibit A, which shall be subject to the terms and conditions of this Agreement.

1.16 Telecommunications Services. “Telecommunications Services” or “Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

2. TERM.

2.1 The initial term of this Agreement shall be for a period of ten (10) years (the “Initial Term”), commencing on the first day of the month following mutual execution of this Agreement (the “Agreement Commencement Date”) and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. Subject to the terms of the Agreement relating to termination, this Agreement shall be automatically renewed for up to three (3) successive five (5) year renewal terms (each, a “Renewal Term”), unless LICENSEE OR CITY notifies the other party in writing of such parties intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the “Term.” After the expiration or termination of this Agreement, its term and

conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration.

2.2. The initial term for each particular Supplement shall be the first day of the month following the date LICENSEE has Commenced Installation of its Equipment at a particular location under a Supplement (the “Commencement Date”) and shall be for an initial term of ten (10) years (“Supplement Initial Term”). The CITY and LICENSEE shall acknowledge in writing the Commencement Date (the “Acknowledgment”). Each Supplement shall automatically be extended for three (3) successive five (5) year renewal terms (each, a “Supplement Renewal Term”) unless LICENSEE notifies the CITY in writing of LICENSEE’s intent not to renew the Supplement at least thirty (30) days prior to the expiration of the then current term. The Supplement Initial Term and all Supplement Renewal Terms shall be collectively referred to herein as the “Supplement Term.” Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplement in effect until their expiration or termination.

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE.

At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the CITY shall have the option, in its sole discretion and upon six months’ written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE’s Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the CITY, without any liability to LICENSEE related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE’s sole cost and expense, shall be subject to the prior and continuing right of the CITY under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of the individual Supplement.

4.1 Attachment to Municipal Facilities. LICENSEE will submit to the authorized representative of the CITY a proposed design for all proposed Small Cell installations that will include Equipment and Municipal Facilities LICENSEE proposes to use. Any proposed Equipment shall be included as part of an applicable Supplement submitted for approval.

4.1.1 If adequate Municipal Facilities do not exist for the attachment of Equipment, subject to obtaining appropriate permissions, LICENSEE may install its Equipment on other poles in the ROW lawfully owned and operated by third parties or on its own poles.

4.1.2 Subject to the conditions herein, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on identified Municipal Facilities and in the ROW for the purposes of operating the Network and providing Telecommunications Services.

4.1.3 To reduce the disruption to Municipal Facilities, LICENSEE **may** power its Equipment by using **the power sources** that-service the existing Municipal Facilities and/or its components. The power used by LICENSEE's Equipment shall be **determined on an individual site by site basis**. All electrical work and installations related to the power sharing authorized by this Subsection 4.1.3 shall be performed by a licensed contractor that is approved by the CITY and in a manner that is approved by the CITY. **LICENSEE shall make all requests for power sharing arrangements pursuant to this Subsection 4.1.3 in advance and in writing. LICENSEE shall reimburse the CITY, as provided in Subsection 5.4, for the increased power costs that the CITY incurs as a result of any power sharing authorized by this Subsection 4.1.3.**

4.1.4 The CITY may approve or reject a proposed attachment of Equipment to specific Municipal Facilities for cause, or may place reasonable conditions on any such approval upon a specific size, location and manner of installation of the Equipment if it reasonably determines that (i) LICENSEE's use of the proposed use of Municipal Facilities is unsuitable or incompatible with the CITY's use of the Municipal Facilities, (ii) a Municipal Facilities has insufficient capacity based upon applicable industry, operational, safety, reliability or engineering standards, (iii) the Equipment materially jeopardizes the structural integrity of the Municipal Facilities and Replacement Pole (as defined below) is not reasonably feasible, (iv) the Equipment does not conform as closely as practicable with the design and color of the Municipal Facility, or (v) the proposed use of Municipal Facilities violates any recorded private covenants and restrictions applicable to the location.

4.1.5 If LICENSEE selects a Pole that the CITY determines, in its sole , but reasonable discretion, is structurally inadequate to accommodate Equipment, LICENSEE shall at its sole cost and expense replace the Pole (a "Replacement Pole") with one that is reasonably acceptable to and approved by the CITY and dedicate such Replacement Pole to the CITY; however, payment of the Replacement Pole costs does not provide LICENSEE with any ownership interest in the Replacement Pole. It is anticipated that LICENSEE shall be required to provide Replacement Poles at **all** locations, and that the Replacement Poles shall be designed and stamped by a Washington State Licensed Structural Engineer, and must physically conform to City of Spokane standards and specifications

for public works construction. Replacement Poles will need to conform to the height restrictions imposed by the City and the arm height of the street light must conform to the existing arm height of the other street light structures in the adjacent area. If the Replacement Pole is damaged by LICENSEE and needs to be replaced, LICENSEE shall replace the Replacement Pole entirely at its expense within thirty (30) days (48 hours if a traffic pole) of the discovery of the damage. If the damage is caused by a third party, LICENSEE will replace the Pole within thirty (30) days (48 hours if a traffic pole) of the discovery of the damage and the City will reimburse LICENSEE the cost of a standard Pole. The City will own the original Pole and all Replacement Poles.

4.1.6 In the event of an emergency or to protect the public health or safety, prior to the CITY accessing or performing any work on a Municipal Facility on which LICENSEE has installed Equipment, the CITY may require LICENSEE to deactivate such Equipment if any of CITY's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, CITY will contact LICENSEE at the contact telephone number referenced in §14.3 herein to request immediate deactivation.

4.2 Attachment to Third-Party Property. Subject to obtaining the written permission of the owner(s) of the affected property, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures lawfully owned and operated by public utility companies or other property owners located within or outside the ROW as may be permitted by the public utility company or property owner, as the case may be. LICENSEE shall furnish to the CITY documentation in a form acceptable to the CITY of such permission from the individual utility or property owner responsible. A denial of an application for the attachment of Equipment to third-party-owned poles or structures, or installation of LICENSEE's own poles, in the ROW shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of LICENSEE's Equipment, except that Equipment must conform as closely as practicable with the design and color of existing poles in the vicinity of LICENSEE's Equipment and/or pole location.

4.3 Preference for Municipal Facilities. In any situation where LICENSEE has a choice of attaching its Equipment to either Municipal Facilities (**which in all cases will be a Replacement Pole**) or third-party-owned property in the ROW, LICENSEE shall use good faith efforts to attach to the Municipal Facilities, provided that (a) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (b) the use fee, construction and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to LICENSEE of attaching to the alternative third-party-owned property. In the event that no suitable Municipal Facilities or

third-party-owned poles are functionally suitable, LICENSEE may, at its sole cost and expense, install its own poles. Design, location and height of proposed LICENSEE poles shall be reviewed and subject to administrative approval by the CITY prior to installation. LICENSEE's Equipment and poles must conform as closely as practicable with the design and color of poles existing in the vicinity of LICENSEE's Equipment or pole location. Subject to the terms and conditions of this Agreement and the applicable Supplement, LICENSEE will be responsible for all maintenance, repair and liability for all poles installed by LICENSEE in the ROW.

4.4 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the CITY, electroliers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. The CITY shall not be liable to LICENSEE for any interruption of service or for any interference with the operation of the Equipment arising in any way out of the CITY's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with the CITY's own public service needs and requirements. Notwithstanding the foregoing, CITY agrees to work in good faith with LICENSEE to resolve any interference to or by LICENSEE.

4.5 Permits; Default. Whenever LICENSEE is in default of this Agreement or an applicable Supplement, after notice and applicable cure periods, in any of its obligations under this Agreement, the CITY may deny further encroachment, excavation or similar permits under this Agreement until such time as LICENSEE cures all of its defaults.

4.6 Compliance with Laws. LICENSEE shall comply with all applicable laws in the exercise and performance of its rights and obligations under this Agreement.

4.7 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its Equipment installed pursuant to this Agreement and each Supplement will be utilized solely for providing the Telecommunications Services identified herein and any Information Services that may be provided over the Network, and LICENSEE is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein.

4.8 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under

this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the CITY to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the CITY at any time.

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Rent. In order to compensate the CITY for LICENSEE's entry upon and deployment of Equipment within the ROW or on any Municipal Facilities, LICENSEE shall at the commencement of each Supplement Term, pay to the CITY, on an annual basis, an amount equal to (the "Rent"):

(a) Seven Hundred and 00/100 Dollars (\$700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility; or,

(b) Seven Hundred and 00/100 Dollars (\$700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on a Replacement Pole (owned by the City); or,

(c) Three Hundred Fifty and 00/100 Dollars (\$350.00) per Municipal Facility, in the event the antennas are located on a Municipal Facility and the remaining Equipment and any associated apparatus is located off of the Municipal Facility; or,

(d) Three Hundred Fifty and 00/100 Dollars (\$350.00) for the Equipment for any Small Cell, in the event the antennas are not located on a Municipal Facility, but Equipment and any associated apparatus is located in the Rights-of-Way; or,

(e) One Thousand Four Hundred Dollars (\$1,400.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility, but the space for the equipment cabinets exceeds 17 cubic feet.

LICENSEE shall make the first payment of Rent under any Supplement within forty-five (45) days of the full execution of the Acknowledgment. Thereafter, Rent shall be paid on or before each anniversary of the

Commencement Date during the Supplement Term. The CITY hereby agrees to provide to LICENSEE certain documentation (the “Rental Documentation”) evidencing the CITY’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by LICENSEE in LICENSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, the CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

5.2 Rent Adjustment. Effective on the first anniversary of the Commencement Date of any Supplement Term, and continuing annually thereafter during the applicable Supplement Term, the Rent for the then existing Supplement shall be increased by two percent (2%) over the Rent paid for the immediately preceding year.

5.3 Leasehold Excise Tax. LICENSEE shall also be responsible for paying the Washington State Leasehold Excise Tax imposed pursuant to Chapter 82.29A RCW, if applicable.

5.4 Reimbursement of CITY’s Increased Power Costs. Reimbursement to the CITY for LICENSEE’s usage of electrical power shall be based upon the plate rating of the Equipment installed pursuant to this Agreement and the initial rates shall be as follows:

	<u>Maximum Plate</u>	<u>Monthly Rate</u>	<u>Quarterly Rate</u>
<u>Category</u>	<u>Rating (Watts)</u>	<u>Per Pole</u>	<u>Per Pole</u>
1	Up to 75	\$ 4.00	\$ 12.00
2	76 – 149	\$ 8.00	\$ 24.00
3	150 – 225	\$12.00	\$ 36.00

The reimbursement of power shall be paid to the CITY on a calendar quarterly basis and shall be based upon the number of poles that LICENSEE has installed its Equipment on as of the first day of each calendar quarter and that are using the CITY’s electric power times the applicable rate as indicated in this Section. The applicable rates charged by this subsection, as the same may be adjusted in the following sentence, shall not exceed the applicable rates for LICENSEE’s permitted use as filed with the PUC or its successor. The CITY may increase the power fee charged by this subsection

if the applicable rate as filed with the PUC is greater than the rate provided for in this subsection by 25% or more. Any such change in rates shall take effect on July 1 of each year.

5.5 Payment. The **Rent and Power Cost Fee** shall be paid by check made payable to _____ and mailed or delivered to the _____, at the address provided for in Section 10 below. The place and time of payment may be changed at any time by CITY upon 30 days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt. LICENSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE may pay rent by electronic funds transfer and in such event, the CITY agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

6 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Agreement within 45 days from the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

7 Additional Remedies. The remedy provisions set forth in §5.6 above are not exclusive, and do not preclude the CITY from pursuing any other or additional remedy in the event that payments become overdue by more than 60 days.

6. CONSTRUCTION. LICENSEE shall comply with all applicable Federal, State, and local codes related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on Municipal Facilities. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on the ROW and/or on Municipal Facilities without the prior written approval of an authorized representative of the CITY for each location.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its initial Small Cell approved by the CITY no later than two (2) years after the mutual execution of an applicable Supplement, and shall Commence Operation no later than six (6) months after LICENSEE Commences Installation, which such dates delayed for due to any force majeure event. Failure of LICENSEE to Commence Installation or Commence Operation of the applicable Small Cell as provided above shall permit CITY to terminate the affected Supplement upon thirty (30) days notice to LICENSEE unless within such thirty (30) day period, LICENSEE shall Commence Installation or

Commence Operation, as applicable. Notwithstanding the foregoing, LICENSEE's obligations under this §6.1 shall be conditioned upon LICENSEE's completion of its due diligence with regard to a particular Small Cell.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits. LICENSEE shall apply for the appropriate permits and pay any standard and customary permit fees. CITY shall promptly respond to LICENSEE's requests for permits and shall otherwise cooperate with LICENSEE in facilitating the deployment of the Network in the ROW in a reasonable and timely manner.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that the CITY may require LICENSEE to relocate one or more of its Equipment installations. LICENSEE shall at the CITY's direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE's sole cost and expense whenever CITY reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a the CITY or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety; provided, in the event the CITY reasonably determines that the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities, the CITY may, in its reasonable discretion require immediate removal of the Equipment if the same is not cured within forty eight (48) hours following written notice by CITY. In any such case, CITY shall use reasonable efforts to afford LICENSEE a reasonably equivalent alternate location. If LICENSEE shall fail to relocate any Equipment as requested by the CITY in accordance with the foregoing provision, CITY shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the CITY. To the extent the CITY has actual knowledge thereof, the CITY will attempt promptly to inform LICENSEE of the displacement or removal of any Pole on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the CITY will have no obligation to repair or replace such Municipal Facility for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to §6.8 below, and may choose to replace such Municipal Facilities pursuant to the provisions of §4.1.5 above.

6.4 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate any Equipment from one Municipal Facility to another, LICENSEE

shall so advise the CITY. The CITY will use reasonable efforts to accommodate LICENSEE by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the CITY: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to ROW, Municipal Facilities or other property within thirty (30) days following notice of the same, the CITY shall have the option, upon 30 days' prior written notice to LICENSEE, to perform or cause to be performed such removal, repair, or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the CITY. If such damage causes a public health or safety emergency, as reasonably determined by the CITY, the CITY may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, no such repair work may only involve reattachment of LICENSEE's Equipment to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE's Equipment. Upon the receipt of a demand for payment by the CITY, LICENSEE shall within 30 days of such receipt reimburse the CITY for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Change in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to any other submittal requirements, and if requested by the CITY, LICENSEE shall provide "load" (structural) calculations for all Poles upon which it intends to install Equipment in the ROW, notwithstanding original installation or by way of Equipment type changes. Notwithstanding the foregoing, LICENSEE may modify its Equipment with like-kind or similar Equipment without prior written approval of the CITY provided the same does not materially and adversely change the design characteristics of the Municipal Facility.

6.7 Termination of a Supplement. LICENSEE shall have the right to terminate any Supplement on thirty (30) days notice to the CITY. In the event of such termination, LICENSEE shall remove its Equipment in accordance with §6.8 below and the CITY shall retain any Rent paid to such date.

6.8 Removal of Equipment. Within 60 days after the expiration or earlier termination of a Supplement, LICENSEE shall promptly, safely and carefully remove the Equipment from all Municipal Facilities and ROW. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the CITY, upon written notice to LICENSEE, shall have the right at the CITY's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty days of the date of a written demand for this payment from the CITY. After the CITY receives the reimbursement payment from LICENSEE for the removal work performed by the CITY, the CITY shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the CITY pursuant to this Section at no liability to the CITY. If the CITY does not receive reimbursement payment from LICENSEE within such thirty days, or if CITY does not elect to remove such items at the CITY's cost after LICENSEE's failure to so remove pursuant to this Section, or if LICENSEE does not remove LICENSEE's property within 30 days of such property having been made available by the CITY after LICENSEE's payment of removal reimbursement as described above, any items of LICENSEE's property remaining on or about the ROW, Municipal Facilities, or stored by the CITY after the CITY's removal thereof may, at the CITY's option, be deemed abandoned and the CITY may dispose of such property in any manner by Law. Alternatively, the CITY may elect to take title to abandoned property, provided that LICENSEE shall submit to the CITY an instrument satisfactory to the CITY transferring to the CITY the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.8 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and the CITY shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the CITY's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the CITY, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in §7.2 below.

6.9 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes at any time, LICENSEE shall provide telephonic notice to the _____ Department. In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the

_____ Department. In the event LICENSEE is unable to provide such notice, LICENSEE will notify the _____ Department following such access.

7. INDEMNIFICATION AND WAIVER. LICENSEE agrees to indemnify, defend, protect, and hold harmless the CITY, its commission members, officers, and employees from and against any and all claims, demands, losses, including Pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from LICENSEE's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the CITY, its CITY Commission members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights it may assert against the CITY on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Telecommunications Services or Information Service as a result of any event or occurrence which is beyond the reasonable control of the CITY.

7.2 Waiver of Subrogation. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to Municipal Facilities, Small Cell or to the ROW, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Municipal Facilities, Small Cell or the ROW shall waive the insurer's right of subrogation against the other party.

7.3 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise

8. SECURITY FOR PERFORMANCE. Before any construction begins in the ROW by LICENSEE, and if requested by CITY, LICENSEE shall provide the CITY with performance bonds, and if considered necessary by the CITY, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the CITY, conditioned upon the

faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Washington, and acceptable to the CITY and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, contractual liability, personal injury and products completed operations; and Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a limit of \$2,000,000 each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall name the CITY, its commission members, officers, and employees as additional insured as respects any covered liability arising out of LICENSEE's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer LICENSEE shall use its best efforts to provide the CITY with thirty (30) days prior written notice of cancellation. LICENSEE shall be responsible for notifying the CITY of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the CITY the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that LICENSEE's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the CITY may possess, including any self-insured retentions the CITY may have; and any other insurance the CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the CITY.

The certificate(s) of insurance with endorsements and notices shall be mailed to the CITY at the address specified in §10 below.

9.2 Workers' Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One

Million Dollars (\$1,000,000) and shall furnish the CITY with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Washington and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "VII."

9.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

if to the CITY:

City of Spokane
Asset Management
Attn: Director
808 West Spokane Falls, Blvd.
Spokane, WA 99201

if to LICENSEE:

Verizon Wireless (VAW) LLCd/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES; LIQUIDATED DAMAGES.

11.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein and each of the conditions is a material and essential

condition to the granting of this Agreement. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than 30 days after written demand from the CITY to commence the correction of such noncompliance on the part of LICENSEE, the CITY shall have the right to revoke and terminate this Agreement, if such failure is in relation to the Agreement as whole, or any individual Supplement, if such failure is in connection solely with such Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within 30 days due to circumstances not under LICENSEE's control, the period of time in which LICENSEE must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) LICENSEE has promptly begun to cure; and (b) LICENSEE is diligently pursuing its efforts to cure. The CITY may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in these Sections 11.1 and 11.2.

11.3 Licensors Default. If CITY breaches any covenant or obligation of CITY under this Agreement in any manner and if CITY fails to commence to cure such breach within thirty (30) days after receiving written notice from LICENSOR specifying the violation (or if CITY fails thereafter to diligently prosecute the cure to completion), then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement or by law.

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the ROW is located by reason of a merger, acquisition or other business reorganization (collectively, "Exempted Transfers") shall not require the consent of the CITY.

13. RECORDS; AUDITS.

13.1 Records Required by Code. LICENSEE will maintain complete records pursuant to all applicable Laws.

13.2 Additional Records. The CITY may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

13.3 Production of Records. LICENSEE shall provide such records within twenty (20) business days of a request by the CITY for production of the same unless additional time is reasonably needed by LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the CITY for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any CITY department having jurisdiction over LICENSEE's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The CITY may contact by telephone the network control center operator at telephone number _____ regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Washington, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Spokane County, Washington.

14.5 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

14.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.7 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 4.2 above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

14.8 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.9 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.10 Public Records. LICENSEE acknowledges that the CITY is subject to the requirements of Chapter 42.56 RCW (the "Public Records Act") and that information submitted to the CITY may be open to public inspection and copying under state law, including the Act. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the CITY as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the CITY. Subject to its obligations under the Public Records Act, the CITY shall treat any information so marked as confidential until the CITY receives any request for disclosure of such information. Within five working days of receiving any such request, the CITY shall provide LICENSEE with written notice of the request, including a copy of the request. LICENSEE shall have ten working days within which to provide a written response to the CITY, before the CITY will disclose any of the requested confidential information. The CITY retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws. In no case shall the CITY be liable to LICENSEE for damages of any kind relating to the CITY's lawful release of information or records in response to a public records request.

14.11 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.12 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the CITY with respect to third parties shall remain as imposed by state law.

14.13 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.14 Effect of Acceptance. LICENSEE (a) accepts and agrees to comply with this Agreement and all applicable federal, state and local laws and regulations; (b) agrees that this Agreement was granted pursuant to processes and procedures consistent with applicable law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the CITY that at the time of acceptance of this Agreement any provision, condition or term of this Agreement was unreasonable or arbitrary, or that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the CITY had no power or authority to make or enforce any such provision, condition or term.

14.15 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE's obligations under this Agreement.

14.16 Hazardous Materials. LICENSEE shall not generate, handle, store, or dispose of any Hazardous Materials on, under, or in the ROW except in accordance with any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Premises. LICENSEE shall comply with all environmental laws during the Term of the Agreement and any/all Supplements. All Hazardous Materials used, kept and stored on or about the ROW by LICENSEE shall be used, kept and stored in compliance with all environmental laws and in a manner that minimizes the likelihood of any release on, above, under or from the ROW. LICENSEE agrees to indemnify, defend (with counsel approved in writing by the CITY) and hold the CITY harmless from and against any and all loss, damage, liability and expense related to environmental conditions, Hazardous Materials or any other environmental laws and regulations resulting directly or indirectly from LICENSEE 's activities in the ROW.

The term "Hazardous Materials" 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 Small Cell is located or any local ordinance affecting the Small Cell; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

14.17. Authority to Sign. CITY hereby designates, and authorizes, the _____ to execute all Supplements entered into under this Agreement. This designation and authorization may be changed by CITY upon written notice to LICENSEE.

[Signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 20____.

CITY:

CITY OF SPOKANE, a Washington
municipal corporation

By: _____
Name: David Condon
Title: Mayor

ATTEST:

_____, Clerk

APPROVED AS TO FORM

BY: _____

Name: _____
Title: Assistant City Attorney

LICENSEE:

VERIZON WIRELESS (VAW) LLC,
D/B/A VERIZON WIRELESS,

By: _____
Name: _____
Title: _____

Exhibits:

Exhibit A – Supplement

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT

This Supplement ("Supplement"), made this _____ day of _____, 20____ ("Effective Date") between _____ the City of Spokane, a Washington municipal corporation, hereinafter designated "City" and _____, d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell License Agreement between City and Licensee dated _____, ____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to use the ROW for a Small Cell at the designated areas in the ROW as further described in Attachment 1 attached hereto (the "Licensed Area").
3. Equipment. The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.
4. Term. The term of this Supplement shall be as set forth in Paragraph 2.2 of the Agreement.
5. Fees. The initial Rent for the term of this Supplement shall be _____, as determined in accordance with Paragraph 5.1 of the Agreement, as adjusted by Paragraph 5.2.
6. Commencement Date. The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area.
7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is

otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by the City. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent to the City.

8. Miscellaneous._____.

[Signature page follows]

EXECUTED to be effective as of the date shown above.

CITY:

CITY OF SPOKANE,
a Washington municipal corporation

By: _____
Name: David Condon
Title: Mayor

LICENSEE:

VERIZON WIRELESS (VAW) LLC,
D/B/A VERIZON WIRELESS,

By: _____
Name: _____
Title: _____

Exhibits:
Attachment 1

Attachment 1
Licensed Area

Document comparison by Workshare Compare on Monday, July 25, 2016
2:22:38 PM

Input:	
Document 1 ID	interwovenSite://DMSPROXY/Active/77517073/2
Description	#77517073v2<Active> - Verizon Small Cell MLA - Spokane - JRV revised 5-19-16
Document 2 ID	C:\NRPortbl\Active\JRVISCON\80709389_1.docx
Description	C:\NRPortbl\Active\JRVISCON\80709389_1.docx
Rendering set	MW Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	18
Deletions	8
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	26

BRIEFING PAPER
Asset Management Group
Tuesday, August 16, 2016

Subject:

Approval of a long term master lease agreement with Verizon allowing for the installation of “Small Cell” technology in the public right of way with a preference for city owned poles and signals.

Background:

Per the updated cell tower ordinance, the City of Spokane has given preference to “Small Cell” technology as the next generation of cellular technology is deployed. This master lease with Verizon establishes the framework for installing this smaller cellular equipment within the public right of way and gives a preference for utilizing existing city locations.

Due to the age and condition of the City’s existing signal locations and due to the fact that none of the poles currently installed were designed to handle additional equipment weight or wind loading, Verizon has agreed to replace (with city specified poles and vendor) any traffic signal or pedestrian light fixture pole that they desire to affix their equipment to. Each replacement will be reviewed by Street Department engineers for compliance with City standards and compatibility with City equipment.

Verizon, in addition to agreeing to replace City owned poles at their expense, has agreed to an annual “per pole” lease cost of \$700 and to cover the cost of any additional electrical usage.

This lease establishes an initial 10 year term with three automatic 5 year extensions for a total possible term of 25 years.

Impact:

This master lease will set the standard for future lease negotiations with other cellular providers as a master template and facilitates the replacement of aging City infrastructure, while establishing a growing revenue stream for the City. This lease also supports the widespread community desire for improved cell coverage while utilizing next generation technology in the form of small cell installations. Verizon has targeted a count of roughly 50 locations over the first 3 years which will create an estimated \$35,000 in annual revenue.

Action:

Approval of master lease



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	OPR 2016-0666
Renews #	

Submitting Dept	RISK MANAGEMENT	Cross Ref #	
Contact Name/Phone	TIM DUNIVANT 625-6845	Project #	
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5800 - RISK MGMT 2016-2017 INSURANCE RENEWALS		

Agenda Wording

Authorization for Willis of Seattle, the City's insurance broker, to purchase insurance policies for the City of Spokane. The estimated renewal cost is \$1.75 million (approx. \$100k decrease). The coverage period is 09/01/16 through 08/31/17.

Summary (Background)

Various insurance policies expire August 31, 2016. The City's broker has marketed our insurance requirements and the figures below represent estimated renewal costs: General Liability - \$595k, Property (excluding Upriver Dam and Water Reclamation Facility - \$175k, Upriver Dam - \$180k, Water Reclamation Facility - \$100k, Boiler & Machinery - \$65k, Fire Apparatus & Other Equipment - \$25k, Crime - \$18k, Worker's Compensation - \$170k, and WTE Facility - \$427k.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 1,750,000	# Various Accounts
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance Committee 08/08/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	rkokot@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	tdunivant@spokanecity.org	

<u>Additional Approvals</u>		
<u>Purchasing</u>		

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

08/29/2016

Date Rec'd

8/24/2016

Clerk's File #

CPR 2016-0002

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

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6320

Contact E-Mail

LDAVIS@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-CLAIMS-2016

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 8/19/16.
Total:\$ 9,041,795.71 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$ 8,756,327.29

Summary (Background)

Pages 1-43 Check numbers: 528303 - 528646 ACH payment numbers: 29025 - 29314 On file for review in City
Clerks Office: 43 Page listing of Claims NOTE:

Fiscal Impact**Budget Account**

Expense \$ 8,756,327.29

Various

Select \$

#

Select \$

#

Select \$

#

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

BUSTOS, KIM

Study Session**Division Director**

DUNIVANT, TIMOTHY

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

For the Mayor

WHITNEY, TYLER

Additional Approvals**Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 34

APPROVAL FUND SUMMARY

DATE: 08/22/16
TIME: 09:49
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	991,266.73
1100	STREET FUND	382,399.86
1200	CODE ENFORCEMENT FUND	3,849.12
1300	LIBRARY FUND	17,137.27
1350	PENSION CONTRIBUTIONS FUND	499.60
1380	TRAFFIC CALMING MEASURES	71,450.98
1400	PARKS AND RECREATION FUND	33,816.78
1450	UNDER FREEWAY PARKING FUND	2,933.75
1460	PARKING METER REVENUE FUND	14,365.67
1500	PATHS AND TRAILS RESERVE FUND	1.18
1510	SPOKANE RGL EMERG COM SYS	1,870.53
1540	HUMAN SERVICES GRANTS FUND	67,148.03
1541	CONTINUUM OF CARE	0.00
1560	FORFEITURES & CONTRIBUTION FND	8,417.96
1570	INTERMODAL FACILITY OPERATION	31.02
1590	HOTEL/MOTEL TAX FUND	355,682.27
1600	CAPITAL IMPROVEMENT PROGRAM FD	4.33
1610	REAL ESTATE EXCISE TAX FUND	177.47
1620	PUBLIC SAFETY & JUDICIAL GRANT	3,540.56
1630	COMBINED COMMUNICATIONS CENTER	67,971.40
1640	COMMUNICATIONS BLDG M&O FUND	431.18
1680	CD/HS OPERATIONS	4,127.33
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695	CDBG REVOLVING LOAN FUND	95,842.88
1730	HOPE ACQUISITION FUND	21.05
1780	RENTAL REHABILITATION FUND	25.57
1910	CRIMINAL JUSTICE ASSISTANCE FD	1,692.28
1940	CHANNEL FIVE EQUIPMENT RESERVE	15.57
1950	PARK CUMULATIVE RESERVE FUND	2,659.74
1970	FIRE/EMS FUND	226,937.12
1980	DEFINED CONTRIBUTION ADMIN FND	5.83
3200	ARTERIAL STREET FUND	74,983.38
3403	CAPITAL IMPRVMENTS 2003 STREET	116.11
3404	2004 UTGO STREET BONDS	40,280.36
3499	CAPITAL IMPROVEMENTS 1999	11.44
3501	WEST QUADRANT TIF	19.76
4100	WATER DIVISION	752,801.38
4250	INTEGRATED CAPITAL MANAGEMENT	171,293.35
4300	SEWER FUND	241,717.02
4340	WATER/WW REVENUE BOND FUND	965,298.41
4480	SOLID WASTE FUND	242,512.55
4490	SOLID WASTE DISPOSAL	85,458.10
4600	GOLF FUND	4,455.63
4700	DEVELOPMENT SVCS CENTER	12,429.15
5100	FLEET SERVICES FUND	147,174.26
5200	PUBLIC WORKS AND UTILITIES	6,471.83
5300	IT FUND	41,458.27
5310	IT CAPITAL REPLACEMENT FUND	60,100.35
5400	REPROGRAPHICS FUND	2,458.21
5600	ACCOUNTING SERVICES	11,485.97
5800	RISK MANAGEMENT FUND	6,923.28
5810	WORKERS' COMPENSATION FUND	2,443.81
5820	UNEMPLOYMENT COMPENSATION FUND	81.53

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 34

APPROVAL FUND SUMMARY

DATE: 08/22/16
TIME: 09:49
PAGE: 2

FUND	FUND NAME	AMOUNT
5830	EMPLOYEES BENEFITS FUND	279,499.52
5900	ASSET MANAGEMENT FUND OPS	3,922.73
5901	ASSET MANAGEMENT FUND CAPITAL	1,105,830.44
6060	EMPLOYEES' RETIREMENT FUND	2,464.45
6070	FIREFIGHTERS' PENSION FUND	42,212.55
6080	POLICE PENSION FUND	30,056.90
6785	TRANSPORTATION BENEFIT DIST	47,910.54
6960	SALARY CLEARING FUND NEW	2,020,132.95
TOTAL:		8,756,327.29

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 34

DATE: 08/22/16
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

INSLEE, BEST, DOEZIE & RYDER P.S.	LEGAL SERVICES ACH PMT NO. - 80029183	147.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80029203	375.00
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80029291	8,862.08
TOTAL FOR 0020 - NONDEPARTMENTAL		9,384.08

0030 - POLICE OMBUDSMAN

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	431.00
TOTAL FOR 0030 - POLICE OMBUDSMAN		431.00

0100 - GENERAL FUND

A AFFORDABLE BAIL BONDS 615 W 11TH STE 200	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00528330	1,000.00
BANK OF AMERICA BANKCARD CENTER	PCARD ADVANCE PYMT REC CHECK NO. - 00528364	39,287.16
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80029165	17,056.56
CHERYL ROCHDE 6104 N ELM	DEPOSIT - RESTITUTION CHECK NO. - 00528332	25.00
NATHAN LEE LOVELAND 1921 E COLUMBIA	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00528333	26.00
SPOKANE COUNTY SHERIFF SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80029285	10,360.00
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80029049	1,809.71
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80029148	570.54
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80029201	140,084.90
US BANK	PCARD ADVANCE PYMT REC ACH PMT NO. - 80029296	291,379.23
TOTAL FOR 0100 - GENERAL FUND		501,599.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0230 - CIVIL SERVICE

CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80029311	35.00
FOSTER PEPPER PLLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80029130	220.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	500.00
KATHRYN A SEWELL	OTHER MISC CHARGES ACH PMT NO. - 80029313	35.00
MARK E LINDSEY	OTHER MISC CHARGES ACH PMT NO. - 80029312	35.00
PHYLLIS GABEL	OTHER MISC CHARGES ACH PMT NO. - 80029310	35.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	1,812.99
TOTAL FOR 0230 - CIVIL SERVICE		2,672.99

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	215.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	1,037.74
TOTAL FOR 0260 - CITY CLERK		1,252.74

0300 - HUMAN SERVICES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029230	38.60
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029230	31.21
CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80029165	16,741.84
CENTER FOR ORGANIZATIONAL REFORM	PROFESSIONAL SERVICES ACH PMT NO. - 80029033	180.00
COMMUNITY HEALTH ASSOCIATION OF SPOKANE	CONTRACTUAL SERVICES CHECK NO. - 00528549	6,304.35
SECOND HARVEST FOOD BANK OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES ACH PMT NO. - 80029197	7,730.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHALOM MINISTRIES	CONTRACTUAL SERVICES CHECK NO. - 00528563	2,615.90
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00528611	96.51
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80029201	5,356.86
THE SALVATION ARMY	CONTRACTUAL SERVICES ACH PMT NO. - 80029196	779.50
TRANSITIONS DBA TRANSITIONAL PROGRAMS FOR WOMEN	CONTRACTUAL SERVICES ACH PMT NO. - 80029207	1,463.02
YFA CONNECTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80029214	4,234.25
TOTAL FOR 0300 - HUMAN SERVICES		45,572.04

0320 - COUNCIL

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	450.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	2,057.63
TOTAL FOR 0320 - COUNCIL		2,507.63

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

EXACTBYTE INC DBA ARCHIVESOCIAL	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80029227	1,600.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	405.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	1,505.31
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		3,510.31

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80029161	67.60
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029162	146.38
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029162	31.21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BENTLEY SYSTEMS INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80029120	2,281.61
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	3,110.00
PACIFIC NW INLANDER/DIV OF INLAND PUBLICATIONS INC	ADVERTISING ACH PMT NO. - 80029043	126.00
ROCKY MOUNTAIN DISTRIBUTING	OPERATING SUPPLIES CHECK NO. - 00528378	2,119.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	12,942.67
WA STATE DEPT OF NATURAL RESOURCES	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00528318	298.93
TOTAL FOR 0370 - ENGINEERING SERVICES		21,123.40
0410 - FINANCE		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	615.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	2,241.53
TOTAL FOR 0410 - FINANCE		2,856.53

0430 - GRANTS MANAGEMENT		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	461.16
TOTAL FOR 0430 - GRANTS MANAGEMENT		611.16

0450 - COMM & NEIGHBHD SVCS DIVISION		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	552.45
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		702.45

0460 - MY SPOKANE		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80029070	3,030.17
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00528593	255.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00528617	1,465.64

TOTAL FOR 0460 - MY SPOKANE		4,750.81

0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00528593	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00528617	290.78

TOTAL FOR 0470 - HISTORIC PRESERVATION		365.78

0500 - LEGAL

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80029070	7,040.62
EAGLE INFORMATION TECHNOLOGY GROUP INC	PROFESSIONAL SERVICES	
	CHECK NO. - 00528326	110.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	JUDGEMENTS/DAMAGES	
	CHECK NO. - 00528306	65.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES	
	CHECK NO. - 00528366	50.00
ESTER O HARMEYER 3916 E PRATT AVE	WITNESS FEES	
	CHECK NO. - 00528369	15.29
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00528593	1,575.00
JRM ENTERPRISES INC	INTERPRETER COSTS	
DBA PROFESSIONAL LANGUAGE	ACH PMT NO. - 80029138	352.00
JULIA ESTHER ORREGO 3916 E PRATT AVE	WITNESS FEES	
	CHECK NO. - 00528370	15.29
MARCIA LESLIE RYAN PO BOX 18332	WITNESS FEES	
	CHECK NO. - 00528371	15.08
MUNICIPAL RESEARCH & SERVICES CENTER OF WASHINGTON	CLE TRAVEL	
	CHECK NO. - 00528375	250.00
TERRANCE MARTIN PO BOX 21222	WITNESS FEES	
	CHECK NO. - 00528372	15.29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE SEMINAR GROUP SEMINARS INT'L	REGISTRATION/SCHOOLING CHECK NO. - 00528343	525.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	8,384.75
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80029153	40.01
VICTORIA R BAILEY 1911 W NORA AVE	WITNESS FEES CHECK NO. - 00528373	11.41
VIRGINIA M BEUHL	INTERPRETER COSTS CHECK NO. - 00528365	180.00
WA STATE BAR ASSOCIATION	REGISTRATION/SCHOOLING CHECK NO. - 00528349	275.00
WILLIAM J HARMEYER JR 3916 E PRATT AVE	WITNESS FEES CHECK NO. - 00528374	15.29
TOTAL FOR 0500 - LEGAL		18,935.03

0520 - MAYOR

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	240.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	1,925.00
TOTAL FOR 0520 - MAYOR		2,165.00

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	210.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	868.40
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,078.40

0560 - MUNICIPAL COURT

AARON VANSTONE 606 W 20TH	CASH OVER/SHORT CHECK NO. - 00528335	15.00
BRIAN LOLLIS	AIRFARE ACH PMT NO. - 80029057	25.00
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80029030	856.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EVCO SOUND & ELECTRONICS	MINOR EQUIPMENT ACH PMT NO. - 80029174	58.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	1,585.00
JUDICIAL CONFERENCE REGISTRAR FINANCIAL SERVICES	REGISTRATION/SCHOOLING CHECK NO. - 00528555	168.00
NORTHWEST MAINTENANCE 715 E SPRAGUE SUITE 204	CASH OVER/SHORT CHECK NO. - 00528331	15.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	7,032.77
VALLEY EMPIRE COLLECTION 8817 E MISSION SUITE 101	CASH OVER/SHORT CHECK NO. - 00528334	18.65

TOTAL FOR 0560 - MUNICIPAL COURT 9,774.58

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	135.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	452.51

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER 587.51

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	366.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	1,377.49

TOTAL FOR 0620 - HUMAN RESOURCES 1,743.74

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	890.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	3,489.62

TOTAL FOR 0650 - PLANNING SERVICES 4,379.87

0680 - POLICE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80029115	2,891.36
ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80029060	70.66
ALLIED SAFE & VAULT CO INC DBA ALLIED FIRE AND SECURITY	OPERATING SUPPLIES ACH PMT NO. - 80029222	21.74
ARTISTIC TOWING	TOWING EXPENSE ACH PMT NO. - 80029064	88.32
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029230	6,535.49
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029230	270.92
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE CHECK NO. - 00528322	282.64
B & B TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80029119	70.66
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00528324	212.94
CENTURYLINK	TELEPHONE CHECK NO. - 00528582	498.33
COMCAST	IT/DATA SERVICES CHECK NO. - 00528584	1,659.50
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029032	26.46
CW NIELSEN MFG CORP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029242	130.44
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80029072	141.31
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80029074	70.66
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00528550	37.85
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80029255	67.72
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80029256	874.61
GUNARAMA WHOLESALE INC	MINOR EQUIPMENT ACH PMT NO. - 80029133	537.31
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80029259	2,659.26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	67,708.78
KELSEY SCOTT	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00528610	36.53
KRONOS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80029039	360.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80029264	76.62
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80029084	73.64
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00528600	222.49
MICHAEL SCHNEIDER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80029114	162.61
NEXTEL COMMUNICATIONS	MOBILE BROADBAND CHECK NO. - 00528339	455.64
ON CALL TOWING	TOWING EXPENSE ACH PMT NO. - 80029086	105.98
PMG PHC	MEDICAL SERVICES CHECK NO. - 00528606	9.99
QUEEN B RADIO INC dba KXLY BROADCAST GROUP	ADVERTISING CHECK NO. - 00528368	237.00
ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	TOWING EXPENSE ACH PMT NO. - 80029221	105.98
ROBERT S LESSER	MINOR EQUIPMENT ACH PMT NO. - 80029113	236.16
ROCKWOOD CLINIC	MEDICAL SERVICES CHECK NO. - 00528377	160.00
ROUSE'S TOWING & RECOVERY INC	TOWING EXPENSE ACH PMT NO. - 80029277	70.65
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80029093	673.29
SPOKANE COUNTY 911 SPOKANE COUNTY TREASURER	COUNTY 911 SERVICES ACH PMT NO. - 80029286	54,330.92
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80029287	1,556.83
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80029287	741.72
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80029100	125.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ST ANN PARISH	OPERATING RENTALS/LEASES ACH PMT NO. - 80029050	825.00
STANLEY CONVERGENT SECURITY SOLUTIONS INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80029290	691.33
STANTON PARRISH 402 W WILSON	TOWING EXPENSE CHECK NO. - 00528337	455.00
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00528615	137.85
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	34,890.01
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029105	12,558.16
VERIZON WIRELESS BELLEVUE	MOBILE BROADBAND ACH PMT NO. - 80029105	12,550.26
VERIZON WIRELESS BELLEVUE	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80029297	71.22-
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING CHECK NO. - 00528350	4,025.00
WANDERMERE CAR WASH PLAZA LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80029154	433.12
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00528623	18.24
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00528623	122,192.48
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00528624	525.00
XO COMMUNICATIONS INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80029055	36.59
TOTAL FOR 0680 - POLICE		333,864.99

0690 - PROBATION SERVICES		

BRIAN LOLLIS	AIRFARE ACH PMT NO. - 80029057	25.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	660.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	2,621.63
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029105	58.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0690 - PROBATION SERVICES		3,365.28
0700 - PUBLIC DEFENDER		

DELL MARKETING LP	OFFICE SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80029070	426.86
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00528593	1,415.00
KATHERINE S KNOX	LODGING	
	ACH PMT NO. - 80029158	621.86
LARRY TANGEN	LEGAL SERVICES	
	CHECK NO. - 00528564	1,800.50
MATTHEW BENDER & CO INC	PUBLICATIONS	
DBA LEXIS NEXIS MATTHEW BENDER	ACH PMT NO. - 80029085	206.80
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00528617	5,728.76
TOTAL FOR 0700 - PUBLIC DEFENDER		10,199.78

0750 - ECONOMIC DEVELOPMENT		

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00528593	150.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00528617	842.33
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		992.33

0970 - INTERNAL SERVICE CHARGES		

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00528376	6,840.20
TOTAL FOR 0970 - INTERNAL SERVICE CHARGES		6,840.20

1100 - STREET FUND		

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80029161	123.90
AT & T MOBILITY	MOBILE BROADBAND	
	CHECK NO. - 00528304	2,344.54
AT & T MOBILITY	OPERATING SUPPLIES	
	CHECK NO. - 00528304	237.11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029162	222,465.39
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029162	121.66
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	OPERATING SUPPLIES ACH PMT NO. - 80029068	6,668.74
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029182	49,341.52
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	4,791.99
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00528552	27.60
MARK TEAFORD	PERMITS/OTHER FEES CHECK NO. - 00528348	102.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80029189	7.42
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00528311	28.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	1,251.47
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80029146	50.00
SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029198	8,311.70
SHERWIN WILLIAMS CO	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029045	1,034.28
SKIDRIL INDUSTRIES LLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00528344	49,133.76
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	18,326.08
VALMONT INDUSTRIES INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80029051	17,572.44
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029105	304.41
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	20.63
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE CHECK NO. - 00528565	78.60
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80029213	56.62

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1100 - STREET FUND		382,399.86
1200 - CODE ENFORCEMENT FUND		
ALLIED ENVELOPE	INTERFUND-REPROGRAPHICS ACH PMT NO. - 80029061	100.86
CENTER FOR ORGANIZATIONAL REFORM	REGISTRATION/SCHOOLING ACH PMT NO. - 80029169	40.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	720.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	104.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	2,728.92
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029052	85.47-
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80029052	240.06
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		3,849.12
1300 - LIBRARY FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	2,686.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	573.57
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	13,877.70
TOTAL FOR 1300 - LIBRARY FUND		17,137.27
1350 - PENSION CONTRIBUTIONS FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	499.60
TOTAL FOR 1350 - PENSION CONTRIBUTIONS FUND		499.60
1380 - TRAFFIC CALMING MEASURES		
AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80029224	59,531.29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DECATUR ELECTRONICS INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80029124	11,820.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	99.69
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		71,450.98

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES CHECK NO. - 00528584	535.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	2,750.21
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	1,075.82
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	29,434.35
WILDROSE LTD dba WILDROSE GRAPHICS	OFFICE SUPPLIES ACH PMT NO. - 80029110	20.65
TOTAL FOR 1400 - PARKS AND RECREATION FUND		33,816.78

1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029027	1,887.78
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00528547	1,028.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	17.97
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		2,933.75

1460 - PARKING METER REVENUE FUND

ASPEN NURSERY LLC	OPERATING SUPPLIES CHECK NO. - 00528303	798.95
DUNCAN PARKING TECHNOLOGIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80029173	9,295.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	659.10
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00528560	722.39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	254.72
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	2,454.17
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029105	181.34
TOTAL FOR 1460 - PARKING METER REVENUE FUND		14,365.67

1500 - PATHS AND TRAILS RESERVE FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	1.18
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		1.18

1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	300.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	77.61
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	1,492.92
TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS		1,870.53

1540 - HUMAN SERVICES GRANTS FUND

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80029165	14,630.72
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80029201	7,317.66
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80029209	45,199.65
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		67,148.03

1541 - CONTINUUM OF CARE

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80029165	17,056.56
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80029165	17,056.56-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80029201	39,749.00
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SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80029201	39,749.00-
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TOTAL FOR 1541 - CONTINUUM OF CARE		0.00
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1560 - FORFEITURES & CONTRIBUTION FND

FAMEK INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80029175	1,795.04
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RICK DOBROW OR CRAIG MEIDL RICK DOBROW TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00528346	6,466.75
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WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	156.17
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TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		8,417.96
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1570 - INTERMODAL FACILITY OPERATION

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	31.02
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TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION		31.02
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1590 - HOTEL/MOTEL TAX FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	182.37
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SPOKANE PUBLIC FACILITIES DISTRICT	IG PAYMENT FROM FED/STATE/LOCL ACH PMT NO. - 80029101	355,499.90
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TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		355,682.27
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1600 - CAPITAL IMPROVEMENT PROGRAM FD

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	4.33
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TOTAL FOR 1600 - CAPITAL IMPROVEMENT PROGRAM FD		4.33
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1610 - REAL ESTATE EXCISE TAX FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	177.47
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1610 - REAL ESTATE EXCISE TAX FUND		177.47

1620 - PUBLIC SAFETY & JUDICIAL GRANT		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	897.37
QUEEN B RADIO INC dba KXLY BROADCAST GROUP	ADVERTISING CHECK NO. - 00528368	948.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	223.38
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00528623	1,471.81
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		3,540.56

1630 - COMBINED COMMUNICATIONS CENTER		

CENTURYLINK	TELEPHONE CHECK NO. - 00528324	249.65
DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80029172	8,749.65
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	1,316.40
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528596	1,075.68
MCCURLEY CHEVROLET INC	VEHICLES CHECK NO. - 00528601	49,394.54
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	217.73
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80029099	1,217.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	4,573.80
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029105	290.18
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00528623	886.33
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		67,971.40

1640 - COMMUNICATIONS BLDG M&O FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80029031	347.84
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80029031	64.49
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	18.85
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		431.18

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	525.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	1,047.21
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	2,555.12
TOTAL FOR 1680 - CD/HS OPERATIONS		4,127.33

1690 - COMM DEVELOPMENT BLOCK GRANTS

SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	CONTRACTUAL SERVICES ACH PMT NO. - 80029049	1,809.71
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80029049	1,809.71-
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80029201	100,335.90
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80029201	100,335.90-
TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS		0.00

1695 - CDBG REVOLVING LOAN FUND

SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80029201	95,842.88
TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND		95,842.88

1730 - HOPE ACQUISITION FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029230	11.48
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029230	9.57
TOTAL FOR 1730 - HOPE ACQUISITION FUND		21.05
1780 - RENTAL REHABILITATION FUND		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029028	9.04
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029028	9.57
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00528315	6.96
TOTAL FOR 1780 - RENTAL REHABILITATION FUND		25.57
1910 - CRIMINAL JUSTICE ASSISTANCE FD		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	332.28
WA STATE DEPT OF CORRECTIONS SPOKANE WORK CREW	STATE OF WASHINGTON ACH PMT NO. - 80029107	1,360.00
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		1,692.28
1940 - CHANNEL FIVE EQUIPMENT RESERVE		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	15.57
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		15.57
1950 - PARK CUMULATIVE RESERVE FUND		
DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80029245	2,595.50
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	64.24
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		2,659.74
1970 - FIRE/EMS FUND		
ACTION APPAREL	CLOTHING CHECK NO. - 00528321	517.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80029223	262.16
ANALYTICAL CHEMISTS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029063	255.00
BEEROCRACY ATTN TYLER RIGGS	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00528553	88.00
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00528581	7,523.10
CAMTEK INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80029029	168.49
CENTURYLINK	TELEPHONE CHECK NO. - 00528324	308.33
CHRISTEN ANN KISHEL PHD	MEDICAL SERVICES ACH PMT NO. - 80029056	1,650.00
COAST REAL ESTATE SERVICES RE CANYON BLUFFS	PROTECTIVE INSPECTION FEES CHECK NO. - 00528554	10.00
COMCAST	IT/DATA SERVICES CHECK NO. - 00528584	385.45
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80029031	282.95
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80029071	50.52
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00528550	111.83
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80029035	43.30
FIRST RESPONSE ACTIVATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029076	721.77
GENERAL FIRE APPARATUS CO INC ACCOUNT # 607000	SAFETY SUPPLIES CHECK NO. - 00528327	516.33
GOOD BUDDIES CABINETS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80029036	320.67
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80029038	410.28
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	13,191.22
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528596	30,345.24
JAMIE WIGGINS	LODGING CHECK NO. - 00528319	222.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMIE WIGGINS	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00528319	144.49
KRONOS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80029039	360.00
L N CURTIS & SONS	OPERATING SUPPLIES ACH PMT NO. - 80029040	656.20
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80029040	352.37
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80029269	154.88
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80029271	5,639.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	2,717.68
PATRIOT FIRE ATTN MARILYN BORUNDA	PROTECTIVE INSPECTION FEES CHECK NO. - 00528308	28.50
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80029090	342.41
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80029044	2,922.67
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00528613	259.10
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00528612	156.49
TRIUMPH EXPO & EVENTS INC ATTN MAEGAN IRWIN	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00528309	88.00
UNIFIRE POWER BLOWERS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00528614	40.66
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	21,159.41
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029105	2,299.38
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80029105	4,574.38
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF I CHECK NO. - 00528623	16.14
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00528623	127,623.00
WESTERN PETERBILT LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80029109	18.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1970 - FIRE/EMS FUND		----- 226,937.12
1980 - DEFINED CONTRIBUTION ADMIN FND		

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00528376	5.83
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		----- 5.83
3200 - ARTERIAL STREET FUND		

ADAMS & CLARK INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80029025	500.00
CH2M HILL	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80029166	59,588.86
CREATIVE EDGE	CONSTRUCTION OF FIXED ASSETS	
PO BOX 15325	CHECK NO. - 00528562	597.85
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80029181	1,009.18
HOME FIRES NURSERY & LANDSCAPE	CONTRACTUAL SERVICES	
MATERIALS INC	CHECK NO. - 00528551	2,747.94
MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80029140	384.43
NELSON/NYGAARD CONSULTING	CONTRACTUAL SERVICES	
ASSOCIATES INC	ACH PMT NO. - 80029188	1,348.50
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00528376	2,190.77
THOMAS DEAN & HOSKINS INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80029206	4,099.85
WA STATE DEPT OF ECOLOGY	CONSTRUCTION OF FIXED ASSETS	
CASHERING UNIT	ACH PMT NO. - 80029106	2,516.00
TOTAL FOR 3200 - ARTERIAL STREET FUND		----- 74,983.38
3403 - CAPITAL IMPRVMENTS 2003 STREET		

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00528376	116.11
TOTAL FOR 3403 - CAPITAL IMPRVMENTS 2003 STREET		----- 116.11
3404 - 2004 UTGO STREET BONDS		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029140	39,427.84
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	852.52
TOTAL FOR 3404 - 2004 UTGO STREET BONDS		40,280.36
3499 - CAPITAL IMPROVEMENTS 1999		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	11.44
TOTAL FOR 3499 - CAPITAL IMPROVEMENTS 1999		11.44
3501 - WEST QUADRANT TIF		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	19.76
TOTAL FOR 3501 - WEST QUADRANT TIF		19.76
4100 - WATER DIVISION		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80029226	459.15
ASSERO SERVICES C/O PK MANAGEMENT	REFUNDS CHECK NO. - 00528556	45.40
AUTO-RAIN SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80029229	295.14
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029118	281,115.91
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029118	265.85
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80029233	244.76
COPIERS NORTHWEST INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80029123	119.57
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00528550	43.18
GREENUP DEVELOPMENT INC	REPAIRS/MAINTENANCE CHECK NO. - 00528591	4,095.27
GUTERMANN INC	MINOR EQUIPMENT ACH PMT NO. - 80029179	610.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

H D SUPPLY WATERWORKS LTD	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80029081	6,313.82
H D SUPPLY WATERWORKS LTD	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80029081	891.41
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	7,386.00
IDEXX DISTRIBUTION GROUP IDEXX LABORATORIES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80029136	231.22
JAMES STARR 2803 S CONKLIN DR	REFUNDS CHECK NO. - 00528557	139.23
LANCE POUNDER EXCAVATION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80029139	12,592.41
MARILYN RIDER C/O CHRISTI RAUNIG POA	REFUNDS CHECK NO. - 00528558	80.43
MARK KOSLOWSKY 3507 E 24TH AVE	REFUNDS CHECK NO. - 00528559	950.53
MARY WESTERMAN 5314 SO SAYBROOK LN	REFUNDS CHECK NO. - 00528598	31.44
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	2,324.88
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80029142	32.35
QLT CONSUMER LEASE SERVICES INC	TELEPHONE CHECK NO. - 00528608	14.91
QUINN GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80029143	29,052.00
RAILROAD MANAGEMENT CO III LLC	PERMITS/OTHER FEES CHECK NO. - 00528313	530.58
RITE AID CORPORATION ECOVA MS2154	REFUNDS CHECK NO. - 00528599	3,407.19
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00528345	129.47
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00528345	176,080.36
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	30,848.44
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	53.07
WESTERN STATES EQUIPMENT CO	VEHICLES ACH PMT NO. - 80029303	194,417.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4100 - WATER DIVISION		752,801.38
4250 - INTEGRATED CAPITAL MANAGEMENT		
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029137	1,795.92
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029134	110,972.87
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	625.00
MARY WESTERMAN 5314 SO SAYBROOK LN	REFUNDS CHECK NO. - 00528598	34.34
MDM CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029140	928.74
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	6,745.99
PARAMETRIX INC DBA TAYLOR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029205	480.00
ROWAND MACHINERY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029194	1,627.24
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00528345	44,338.75
STRATA GEOTECHNICAL ENGINEERIN AND MATERIAL TESTING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029204	973.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	2,770.75
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		171,293.35
4300 - SEWER FUND		
MARY WESTERMAN 5314 SO SAYBROOK LN	REFUNDS CHECK NO. - 00528598	41.73
TOTAL FOR 4300 - SEWER FUND		41.73
4310 - SEWER MAINTENANCE DIVISION		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029118	3,720.86
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029028	146.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AZTECA SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029231	200.00
CENTURYLINK	TELEPHONE CHECK NO. - 00528324	1,797.95
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029182	1,451.58
H D SUPPLY WATERWORKS LTD	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029180	6,682.77
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	3,695.00
MICHAEL D SIMMONS	OFFICE SUPPLIES CHECK NO. - 00528314	78.26
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	1,071.81
RAILROAD MANAGEMENT CO III LLC	PERMITS/OTHER FEES CHECK NO. - 00528313	176.86
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00528345	138,523.63
T-MOBILE	CELL PHONE CHECK NO. - 00528316	459.86
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	11,845.73
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029297	1,180.58
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029211	1,234.52
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		172,266.24

4320 - RIVERSIDE PARK RECLAMATION FAC

APSCO LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029160	2,064.94
APSCO LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029160	8,165.94
AVISTA UTILITIES	HEATING SUPPLIES ACH PMT NO. - 80029118	931.09
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029118	11,472.50
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029118	848.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CENTURYLINK	TELEPHONE CHECK NO. - 00528305	1,499.91
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80029243	2,814.80
ELGA	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80029126	1,043.06
EUROFINS FRONTIER GLOBAL SCIENCES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80029253	1,510.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00528550	33.80
FISHER SCIENTIFIC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80029176	4,539.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	6,015.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00528579	165.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	1,644.07
SAFWAY SERVICES INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00528609	978.30
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00528345	1,682.13
T-MOBILE	CELL PHONE CHECK NO. - 00528316	14.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	21,776.93
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029297	1,425.72
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		68,624.93

4340 - WATER/WW REVENUE BOND FUND		

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029164	6,046.51
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029167	6,212.50
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029134	928,380.66
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029181	2,478.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029185	3,040.00
PARAMETRIX INC DBA TAYLOR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029205	2,285.00
VERIZON WIRELESS BELLEVUE	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80029297	57.70
WESTERN SYSTEMS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00528351	16,797.51
TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND		965,298.41
4360 - ENVIRONMENTAL PROGRAMS		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	150.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	22.66
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	486.03
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		658.69
4370 - SEWER CONSTRUCTION FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	125.43
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		125.43
4480 - SOLID WASTE FUND		
MARY WESTERMAN 5314 SO SAYBROOK LN	REFUNDS CHECK NO. - 00528598	40.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00528345	1,234.93
TOTAL FOR 4480 - SOLID WASTE FUND		1,274.93
4490 - SOLID WASTE DISPOSAL		
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80029116	688.00
CENTURYLINK	TELEPHONE CHECK NO. - 00528582	52.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	IT/DATA SERVICES CHECK NO. - 00528584	141.15
DICK IRVIN INC.	CONTRACTUAL SERVICES ACH PMT NO. - 80029125	7,032.69
ELJAY OIL CO INC	LUBRICANTS-OUTSIDE VENDOR ACH PMT NO. - 80029127	163.81
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80029127	1,450.71
GRAINGER INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029177	771.70
GRAINGER INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80029078	346.33
GRAINGER INC	SAFETY SUPPLIES ACH PMT NO. - 80029078	174.64
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80029132	22,808.41
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	3,070.00
KASON CORPORATION	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00528329	602.55
LOOMIS ARMORED US INC	PROFESSIONAL SERVICES CHECK NO. - 00528310	390.92
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80029189	386.45
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80029270	2,306.18
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	1,604.78
ORCA PACIFIC INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80029272	1,577.92
PRIME PEST CONTROL	PROFESSIONAL SERVICES CHECK NO. - 00528312	100.00
RIPPLINGER ENGINEERING LABORATORIES	CONTRACTUAL SERVICES ACH PMT NO. - 80029144	2,884.50
SCS ENGINEERS	CONTRACTUAL SERVICES ACH PMT NO. - 80029145	1,787.04
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80029199	235.57
SPECIALTY MACHINING & MFG CO	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029202	739.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00528345	560.06
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00528345	13,304.07
SPOKANE COUNTY CORRECTIONS SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80029284	1,399.50
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80029201	1,175.57
TESTAMERICA LABORATORIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80029149	372.00
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029152	641.33
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	17,058.37
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	52.42
WESTERN INDUSTRIAL CERAMICS	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029302	1,580.15
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		85,458.10

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029065	1,351.52
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029065	454.38
BARR-TECH LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80029066	61,600.50
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80029237	8,330.26
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80029075	67.72
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	5,050.00
KAY McPHEE	PERMITS/OTHER FEES CHECK NO. - 00528336	102.00
LOREN MICHAEL MCDEID	PERMITS/OTHER FEES CHECK NO. - 00528602	102.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	2,652.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PLEASE PRINTING INC /DIV OF KPC ENTERPRISES INC	PRINTING/BINDING/REPRO CHECK NO. - 00528342	1,813.94
ROBERT L KAATZ	PERMITS/OTHER FEES CHECK NO. - 00528328	102.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00528345	59,066.52
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80029097	56,557.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	18,973.54
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029105	283.45
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00528380	117,578.13
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00528380	92,849.17-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		241,237.62

4600 - GOLF FUND		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	360.29
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	175.99
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	3,919.35
TOTAL FOR 4600 - GOLF FUND		4,455.63

4700 - DEVELOPMENT SVCS CENTER		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	2,222.50
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	348.21
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	9,796.48
WILDROSE LTD dba WILDROSE GRAPHICS	OFFICE SUPPLIES ACH PMT NO. - 80029054	61.96
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		12,429.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5100 - FLEET SERVICES FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80029062	228.18
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80029065	450.51
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80029065	29.96
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029121	1,753.02
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80029122	61,967.81
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029170	7,020.19
FEDERAL SIGNAL CORPORATION	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029128	97.07
FREEDOM TRUCK CENTERS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029131	21.79
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	1,560.00
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00528367	2,428.09
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029178	1,897.36
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00528561	1,299.86
NAPA AUTO PARTS GENUINE PARTS CO	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029141	875.06
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	844.25
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029190	1,568.09
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00528341	110.57
RWC INTERNATIONAL LTD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029195	3,226.81
SOLID WASTE SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029147	4,405.81
SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029147	15,402.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TITAN TRUCK EQUIPMENT	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029150	3,019.03
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029151	2,346.70
TODD M NELSON	PERMITS/OTHER FEES CHECK NO. - 00528338	102.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	5,808.88
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029297	52.94
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	113.09
WATSON PAINT AND BODY WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029155	1,044.34
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00528379	356.72
WESTERN PETERBILT LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029156	1,794.62
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80029210	1,905.52
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80029157	25,443.15

TOTAL FOR 5100 - FLEET SERVICES FUND		147,174.26

5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	1,335.00
MARLENE C FEIST	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80029309	10.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	309.35
SCOTT M SIMMONS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80029314	180.29
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00528345	917.73
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	3,719.46

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		6,471.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5300 - IT FUND

AT&T	TELEPHONE CHECK NO. - 00528580	102.58
BRIAN LOLLIS	AIRFARE ACH PMT NO. - 80029057	25.00
COMCAST	IT/DATA SERVICES CHECK NO. - 00528584	311.87
COMGROUP INC	ADVISORY TECHNICAL SERVICE CHECK NO. - 00528548	580.00
DELL MARKETING LP %DELL USA LP	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80029245	654.89
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00528550	33.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	2,416.00
NUVODIA LLC	CONTRACTUAL SERVICES CHECK NO. - 00528340	320.63
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	629.77
PALADIN DATA SYSTEM CORPORATIO	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80029088	5,950.00
SPOKANE COUNTY INFO SYSTEMS SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE ACH PMT NO. - 80029098	9,568.41
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	10,440.08
WINSTON & CASHATT PS	LEGAL SERVICES CHECK NO. - 00528320	2,072.00
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80029112	8,353.29
TOTAL FOR 5300 - IT FUND		41,458.27

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80029070	21,448.79
US MICRO PC INC	COMPUTER/MICRO EQUIPMENT CHECK NO. - 00528619	38,651.56
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		60,100.35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80029239	362.92
GARLAND PRINTING CO	OPERATING SUPPLIES CHECK NO. - 00528590	211.97
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	160.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	39.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	579.30
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80029108	1,104.70
TOTAL FOR 5400 - REPROGRAPHICS FUND		2,458.21

5600 - ACCOUNTING SERVICES

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80029070	844.42
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	2,255.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00528560	331.74
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	282.18
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	7,772.63
TOTAL FOR 5600 - ACCOUNTING SERVICES		11,485.97

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	30.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	365.77
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80029208	6,354.31
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	173.20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5800 - RISK MANAGEMENT FUND		6,923.28
5810 - WORKERS' COMPENSATION FUND		

DISABILITY MANAGEMENT & CONSULTING INC	PROFESSIONAL SERVICES CHECK NO. - 00528325	38.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00528550	24.42
GAGNE, CHARITI A	LODGING ACH PMT NO. - 80029077	223.60
GAGNE, CHARITI A	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80029077	351.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	273.75
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	349.73
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	1,183.31
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		2,443.81

5820 - UNEMPLOYMENT COMPENSATION FUND		

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	7.50
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	51.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	22.33
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		81.53

5830 - EMPLOYEES BENEFITS FUND		

GROUP HEALTH COOPERATIVE	INSURANCE CLAIMS ACH PMT NO. - 80029257	69,207.89
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	247.50
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	2,225.85
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80029192	175,659.44

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	726.72
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80029299	2,726.99
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80029299	28,705.13
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		279,499.52

5900 - ASSET MANAGEMENT FUND OPS

GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80029177	443.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00528593	420.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	622.06
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00528617	2,088.65
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80029105	348.78
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		3,922.73

5901 - ASSET MANAGEMENT FUND CAPITAL

DATEC INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80029244	50,867.79
DATEC INC	VEHICLES ACH PMT NO. - 80029171	10,635.16
DELL MARKETING LP %DELL USA LP	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80029172	24,020.80
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80029172	331.67
FIRE SAFETY USA	MINOR EQUIPMENT CHECK NO. - 00528307	2,025.00
GENERAL FIRE APPARATUS CO INC ACCOUNT # 607000	VEHICLES CHECK NO. - 00528327	413.06
MACON SUPPLY INC	FIRE EQUIPMENT ACH PMT NO. - 80029186	16,576.75
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80029041	50.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PIERCE MANUFACTURING INC	VEHICLES	
	ACH PMT NO. - 80029091	965,949.07
SMITHS DETECTION	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80029047	34,784.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	176.18
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		1,105,830.44

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00528593	210.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00528376	1,512.32
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00528617	742.13
TOTAL FOR 6100 - RETIREMENT		2,464.45

6200 - FIREFIGHTERS' PENSION FUND

A HOME OF HAPPY FEET PS	SERVICE REIMBURSEMENT	
	CHECK NO. - 00528566	73.27
BLC-PARK PLACE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00528567	7,778.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00528569	14,075.00
GN HEARING CARE CORPORATION	SERVICE REIMBURSEMENT	
DBA BELTONE	CHECK NO. - 00528570	214.75
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00528376	336.37
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80029192	5,416.92
RELIANT RX LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00528572	47.28
RICHARD CARR	SERVICE REIMBURSEMENT	
	ACH PMT NO. - 80029216	133.88
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT	
	CHECK NO. - 00528574	13,196.21
SPOKANE EAR NOSE & THROAT	SERVICE REIMBURSEMENT	
CLINIC PS	CHECK NO. - 00528576	214.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VAUGHN S YOUNG dba	SERVICE REIMBURSEMENT	
GUARDIAN ANGEL HOME CARE	CHECK NO. - 00528571	726.35

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	42,212.55
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6300 - POLICE PENSION

CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00528568	4,633.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00528569	4,425.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00528570	100.15
GREGORY C HARSHMAN	SERVICE REIMBURSEMENT ACH PMT NO. - 80029217	235.10
JOHN STANLEY	SERVICE REIMBURSEMENT CHECK NO. - 00528577	221.81
LARRY P LYLE	SERVICE REIMBURSEMENT ACH PMT NO. - 80029218	158.76
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00528376	235.40
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80029192	4,390.83
RESCARE WASHINGTON INC DBA RESCARE HOMECARE	SERVICE REIMBURSEMENT CHECK NO. - 00528573	325.95
RODNEY PETERSON	SERVICE REIMBURSEMENT ACH PMT NO. - 80029219	5,500.00
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00528575	220.90
SUNSHINE HEALTH FACILITIES INC dba SUNSHINE GARDENS	SERVICE REIMBURSEMENT ACH PMT NO. - 80029215	9,610.00

TOTAL FOR 6300 - POLICE PENSION	30,056.90
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6785 - TRANSPORTATION BENEFIT DIST

CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80029137	47,910.54
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TOTAL FOR 6785 - TRANSPORTATION BENEFIT DIST	47,910.54
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6960 - SALARY CLEARING FUND NEW

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80029220	4,136.93
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80029220	9,034.33
AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC CHECK NO. - 00528578	26,240.10
CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00528585	229.50
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00528583	281.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00528586	1,652.50
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80029247	95.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80029250	22.50
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00528588	191.56
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00528589	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00528592	994.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00528593	234,428.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00528593	6,602.61
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00528594	57,367.93
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00528595	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00528596	45,206.44
INTERNAL REVENUE SERVICE	IRS CHECK NO. - 00528597	37.50
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00528622	896.09
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80029266	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80029267	2,173.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00528603	197.16
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00528604	15.35
PIONEER CREDIT RECOVERY INC	PIONEER CREDIT RECOVERY 045121 CHECK NO. - 00528605	624.40
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80029258	576.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00528607	452.66
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80029235	39,297.75
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80029235	2,232.66
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80029280	930.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80029281	2,938.30
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80029288	379.70
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80029283	22,889.70
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80029282	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80029292	220.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80029294	288.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80029289	13,994.30
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80029289	290.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80029289	3,510.00
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00528587	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00528616	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80029295	1,585.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00528617	247,262.70
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00528617	747,356.07
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00528617	92,706.86
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00528618	92.52
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00528620	1,433.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80029298	27,429.28
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00528621	16,425.10
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00528623	405,502.65
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00528624	702.03
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00528625	292.05
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,020,132.95
TOTAL CLAIMS		8,756,327.29

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	USE TAX AMOUNTS	571.56	176.52	
00528303	ASPEN NURSERY LLC	798.95		
00528304	AT & T MOBILITY	2,581.65		
00528305	CENTURYLINK	2,967.90		
00528306	EASTERN WASHINGTON ATTORNEY	65.00		
00528307	FIRE SAFETY USA	2,025.00		
00528308	PATRIOT FIRE	28.50		
00528309	TRIUMPH EXPO & EVENTS INC	88.00		
00528310	LOOMIS ARMORED US INC	390.92		
00528311	NORTH SPOKANE IRRIGATION	28.00		
00528312	PRIME PEST CONTROL	100.00		
00528313	RAILROAD MANAGEMENT CO III L	707.44		
00528314	MICHAEL D SIMMONS	78.26		
00528315	SPOKANE CITY TREASURER	11.03		
00528316	T-MOBILE	474.12		
00528317	UNITED PARCEL SERVICE	77.76		
00528318	WA STATE DEPT OF NATURAL	298.93		
00528319	JAMIE WIGGINS	366.67		
00528320	WINSTON & CASHATT PS	2,072.00		
00528321	ACTION APPAREL	517.09		
00528322	A-PRO AUTO BODY AND TOWING	282.64		
00528323	BOUND TREE MEDICAL LLC	6,651.83		
00528324	CENTURYLINK	1,472.24		
00528325	DISABILITY MANAGEMENT &	38.00		
00528326	EAGLE INFORMATION TECHNOLOGY	110.00		
00528327	GENERAL FIRE APPARATUS CO IN	929.39		
00528328	ROBERT L KAATZ	102.00		
00528329	KASON CORPORATION	602.55		
00528330	A AFFORDABLE BAIL BONDS	1,000.00		
00528331	NORTHWEST MAINTENANCE	15.00		
00528332	CHERYL ROCHDE	25.00		
00528333	NATHAN LEE LOVELAND	26.00		
00528334	VALLEY EMPIRE COLLECTION	18.65		
00528335	AARON VANSTONE	15.00		
00528336	KAY McPHEE	102.00		
00528337	STANTON PARRISH	455.00		
00528338	TODD M NELSON	102.00		
00528339	NEXTEL COMMUNICATIONS	455.64		
00528340	NUVODIA LLC	320.63		
00528341	PETROCARD SYSTEMS INC	110.57		
00528342	PLESE PRINTING INC /DIV OF	1,813.94		
00528343	THE SEMINAR GROUP	525.00		
00528344	SKIDRIL INDUSTRIES LLC	49,133.76		
00528345	SPOKANE CITY TREASURER OR	435,837.65		
00528346	RICK DOBROW OR CRAIG MEIDL	6,466.75		
00528347	LARRY TANGEN	1,186.25		
00528348	MARK TEAFORD	102.00		
00528349	WA STATE BAR ASSOCIATION	275.00		
00528350	WA STATE CRIMINAL JUSTICE	4,025.00		
00528351	WESTERN SYSTEMS INC	16,797.51		
00528352	NORTHWEST INDUSTRIAL SERVICE			1,102.00
00528353	PAUL R GROVE			300.00
00528354	HORIZON DISTRIBUTORS			931.35

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00528355	DARIN HILDERBRAND			300.00
00528356	BRADLEY KEELER			150.00
00528357	THE PEPSI BOTTLING GROUP			7,595.28
00528358	SPOKANE REGIONAL HEALTH DIST			195.00
00528359	STONEWAY ELECTRIC SUPPLY			3,179.48
00528360	SWANSON'S REFRIGERATION &			214.57
00528361	SYSCO FOOD SERVICES INC			10,587.86
00528362	WILBUR ELLIS COMPANY			1,662.09
00528363	WILLIAMS INLAND DISTRIBUTORS			6,103.30
00528364	BANK OF AMERICA	39,287.16		
00528365	VIRGINIA M BEUHL	180.00		
00528366	EASTERN WASHINGTON ATTORNEY	50.00		
00528367	INDUSTRIAL WELDING CO INC	2,428.09		
00528368	QUEEN B RADIO INC dba	1,185.00		
00528369	ESTER O HARMEYER	15.29		
00528370	JULIA ESTHER ORREGO	15.29		
00528371	MARCIA LESLIE RYAN	15.08		
00528372	TERRANCE MARTIN	15.29		
00528373	VICTORIA R BAILEY	11.41		
00528374	WILLIAM J HARMEYER JR	15.29		
00528375	MUNICIPAL RESEARCH & SERVICE	250.00		
00528376	OFFICE OF STATE AUDITOR	43,322.50		
00528377	ROCKWOOD CLINIC	160.00		
00528378	ROCKY MOUNTAIN DISTRIBUTING	2,119.00		
00528379	WENDLE FORD NISSAN ISUZU	356.72		
00528380	WM RECYCLE AMERICA LLC	24,728.96		
00528547	NORTHWEST INDUSTRIAL SERVICE	1,028.00		
00528548	COMGROUP INC	580.00		
00528549	COMMUNITY HEALTH ASSOCIATION	6,304.35		
00528550	FEDERAL EXPRESS CORP/DBA FED	284.83		
00528551	HOME FIRES NURSERY & LANDSCA	2,747.94		
00528552	INLAND POWER & LIGHT CO	27.60		
00528553	BEEROCRACY	88.00		
00528554	COAST REAL ESTATE SERVICES	10.00		
00528555	JUDICIAL CONFERENCE REGISTRA	168.00		
00528556	ASSERO SERVICES	45.40		
00528557	JAMES STARR	139.23		
00528558	MARILYN RIDER	80.43		
00528559	MARK KOSLOWSKY	950.53		
00528560	LOOMIS ARMORED US INC	1,054.13		
00528561	MCLOUGHLIN & EARDLEY GROUP	1,299.86		
00528562	CREATIVE EDGE	597.85		
00528563	SHALOM MINISTRIES	2,615.90		
00528564	LARRY TANGEN	614.25		
00528565	WHITWORTH WATER DISTRICT NO	78.60		
00528566	A HOME OF HAPPY FEET PS	73.27		
00528567	BLC-PARK PLACE LLC	7,778.00		
00528568	CRISTA SENIOR COMMUNITY	4,633.00		
00528569	FAIRWINDS SPOKANE LLC	18,500.00		
00528570	GN HEARING CARE CORPORATION	314.90		
00528571	VAUGHN S YOUNG dba	726.35		
00528572	RELIANT RX LLC	47.28		
00528573	RESCARE WASHINGTON INC	325.95		

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00528574	RIVERVIEW CARE CENTER	13,196.21		
00528575	ROSAUER'S PHARMACY	220.90		
00528576	SPOKANE EAR NOSE & THROAT	214.52		
00528577	JOHN STANLEY	221.81		
00528578	AFLAC/AMERICAN FAMILY LIFE	26,240.10		
00528579	NORTHWEST INDUSTRIAL SERVICE	165.00		
00528580	AT&T	102.58		
00528581	BOUND TREE MEDICAL LLC	871.27		
00528582	CENTURYLINK	179.09		
00528583	CHILD SUPPORT SERVICES	281.50		
00528584	COMCAST	3,033.72		
00528585	CALIFORNIA STATE DISBURSEMENT	229.50		
00528586	DANIEL H BRUNNER, TRUSTEE	1,652.50		
00528587	SUPPORT PAYMENT CLEARINGHOUSE	257.50		
00528588	EMPLOYMENT SECURITY DEPT	191.56		
00528589	FAMILY SUPPORT REGISTRY	507.67		
00528590	GARLAND PRINTING CO	211.97		
00528591	GREENUP DEVELOPMENT INC	4,095.27		
00528592	HUMAN RESOURCES	994.00		
00528593	ICMA RETIREMENT TRUST 457	387,217.29		
00528594	ICMA RETIREMENT TRUST 457 LO	57,367.93		
00528595	IDAHO STATE TAX COMMISSION	37.50		
00528596	ING LIFE INSURANCE & ANNUITY	76,627.36		
00528597	INTERNAL REVENUE SERVICE	37.50		
00528598	MARY WESTERMAN	147.51		
00528599	RITE AID CORPORATION	3,407.19		
00528600	LOOMIS ARMORED US INC	222.49		
00528601	MCCURLEY CHEVROLET INC	49,394.54		
00528602	LOREN MICHAEL MCDEID	102.00		
00528603	NEW JERSEY SUPPORT PAYMENT	197.16		
00528604	PEOPLE QUALIFIED COMMITTEE	15.35		
00528605	PIONEER CREDIT RECOVERY INC	624.40		
00528606	PMG PHC	9.99		
00528607	PRE-PAID LEGAL SERVICES INC	452.66		
00528608	QLT CONSUMER LEASE SERVICES	14.91		
00528609	SAFWAY SERVICES INC	978.30		
00528610	KELSEY SCOTT	36.53		
00528611	SPOKANE CITY TREASURER	92.44		
00528612	TORRE REFUSE & RECYCLING	156.49		
00528613	TACOMA SCREW PRODUCTS INC	259.10		
00528614	UNIFIRE POWER BLOWERS INC	40.66		
00528615	UNITED PARCEL SERVICE	60.09		
00528616	UNITED STATES TREASURY	12.50		
00528617	US BANK OR CITY TREASURER	1,427,295.96		
00528618	US DEPT OF EDUCATION	92.52		
00528619	US MICRO PC INC	38,651.56		
00528620	WA GET PROGRAM	1,433.50		
00528621	WA STATE SUPPORT REGISTRY OR	16,425.10		
00528622	JUNE WALLACE	896.09		
00528623	WASHINGTON LEOFF	657,710.65		
00528624	WESTERN STATES POLICE MEDICAL	1,227.03		
00528625	WSCCCE, AFSCME, AFL-CIO	292.05		
00528626	WHITMAN COUNTY HISTORICAL		50.00	

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00528627	ADVANCED UNDERGROUND UTILITY			340.00
00528628	AFFORDABLE ASBESTOS ABATEMEN			326.10
00528629	ARTISANS ARK			182.62
00528630	CENTURYLINK			1,520.86
00528631	COMCAST			53.64
00528632	DRESLINSKI, BRYCE			302.94
00528633	ESMERALDA GOLF COURSE			3,457.58
00528634	HORIZON DISTRIBUTORS			1,424.44
00528635	IMAX SYSTEMS CORPORATION			5,433.22
00528636	INLAND POWER & LIGHT CO			169.48
00528637	LOOMIS ARMORED US INC			992.62
00528638	MAE WOLFE PHOTOGRAPHY			170.00
00528639	ROBIN MARKS			738.50
00528640	MADISON MCLEOD			95.85
00528641	STEVE THOMPSON			137.50
00528642	THE PEPSI BOTTLING GROUP			1,205.00
00528643	SMILEY, MISTY			13.34
00528644	SYSCO FOOD SERVICES INC			621.13
00528645	T-MOBILE			92.28
00528646	WA STATE PATROL			396.00
80029025	ADAMS & CLARK INC	500.00		
80029026	ALSCO DIVISION OF ALSCO INC	159.82		
80029027	AVISTA CORPORATION	1,887.78		
80029028	AVISTA UTILITIES	6,265.78		
80029029	CAMTEK INC	168.49		
80029030	CONTRACT DESIGN ASSOCIATES I	856.86		
80029031	CONTROL SOLUTIONS NW INC	695.28		
80029032	COPIERS NORTHWEST INC	26.46		
80029033	CENTER FOR ORGANIZATIONAL	180.00		
80029034	DELL MARKETING LP	8,583.05		
80029035	FIKES NORTHWEST INC/DIV OF	43.30		
80029036	GOOD BUDDIES CABINETS	320.67		
80029037	GRAINGER INC	4.19		
80029038	HUGHES FIRE EQUIPMENT INC	410.28		
80029039	KRONOS INCORPORATED	720.00		
80029040	L N CURTIS & SONS	1,008.57		
80029041	MUNICIPAL EMERGENCY SERVICES	50.96		
80029042	NORCO INC	3.71		
80029043	PACIFIC NW INLANDER/DIV OF	126.00		
80029044	PRO MECHANICAL SERVICES INC	2,922.67		
80029045	SHERWIN WILLIAMS CO	1,034.28		
80029046	SITECRAFTING INC			
80029047	SMITHS DETECTION	34,784.00		
80029048	SPOKANE COUNTY TREASURER	716.12		
80029049	SPOKANE HOUSING AUTHORITY	1,809.71		
80029050	ST ANN PARISH	825.00		
80029051	VALMONT INDUSTRIES INC	17,572.44		
80029052	VERIZON WIRELESS BELLEVUE	154.59		
80029053	WA STATE DEPT OF ECOLOGY	1,886.00		
80029054	WILDROSE LTD dba	61.96		
80029055	XO COMMUNICATIONS INC	36.59		
80029056	CHRISTEN ANN KISHEL PHD	1,650.00		
80029057	BRIAN LOLLIS	75.00		

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80029058	A GREENER PLANET INSULATION			3,619.71
80029059	AHBL INC			1,000.00
80029060	ALL SERVICE WEST TOWING	70.66		
80029061	ALLIED ENVELOPE	100.86		
80029062	ALSCO DIVISION OF ALSCO INC	228.18		42.77
80029063	ANALYTICAL CHEMISTS INC	255.00		
80029064	ARTISTIC TOWING	88.32		
80029065	AVISTA UTILITIES	2,286.37		
80029066	BARR-TECH LLC	61,600.50		
80029067	CLUB PROPHET SYSTEMS			1,405.49
80029068	CONSOLIDATED ELECTRICAL	6,668.74		
80029069	CORBIN SENIOR ACTIVITY CENTE			2,612.50
80029070	DELL MARKETING LP	32,790.86		
80029071	DEVRIES INFORMATION MANAGEME	50.52		
80029072	DIVINES TOWING/DIV OF	141.31		
80029073	ELJAY OIL CO INC	630.68		
80029074	EVERGREEN STATE TOWING LLC D	70.66		
80029075	FIKES NORTHWEST INC/DIV OF	67.72		182.84
80029076	FIRST RESPONSE ACTIVATION	721.77		
80029077	GAGNE, CHARITI A	574.60		
80029078	GRAINGER INC	1,649.49		
80029079	GRAYMONT CAPITAL INC.	15,973.14		
80029080	GUNARAMA WHOLESALE INC	495.19		
80029081	H D SUPPLY WATERWORKS LTD	7,205.23		
80029082	HELENA CHEMICAL CO			1,709.25
80029083	LARSON FORESTRY MGMNT &			4,891.50
80029084	LEXIS-NEXIS RISK & ANALYTICS	73.64		
80029085	MATTHEW BENDER & CO INC	206.80		
80029086	ON CALL TOWING	105.98		
80029087	OXARC INC			19,171.32
80029088	PALADIN DATA SYSTEM CORPORAT	5,950.00		
80029089	PARKEON INC			342.41
80029090	PATRIOT FIRE PROTECTION INC	342.41		
80029091	PIERCE MANUFACTURING INC	965,949.07		
80029092	PROSTUFF			24,360.76
80029093	SAN DIEGO POLICE EQUIP CO IN	673.29		
80029094	SOUTHSIDE SENIOR ACTIVITY CT			7,973.10
80029095	SOUTHWEST SPOKANE COMMUNITY			3,328.92
80029096	SPOKANE COUNTY JAIL			478.90
80029097	SPOKANE COUNTY TREASURER	56,557.98		
80029098	SPOKANE COUNTY INFO SYSTEMS	9,568.41		
80029099	SPOKANE COUNTY TREASURER	1,217.44		
80029100	SPOKANE POLICE CHAPLAINCY	125.16		
80029101	SPOKANE PUBLIC FACILITIES	355,499.90		
80029102	SPRAGUE PEST CONTROL/DIV OF			323.38
80029103	SPOKANE SOFTBALL UMPIRE ASSO			5,421.74
80029104	STANLEY CONVERGENT SECURITY			79.90
80029105	VERIZON WIRELESS BELLEVUE	34,172.17		
80029106	WA STATE DEPT OF ECOLOGY	630.00		
80029107	WA STATE DEPT OF CORRECTIONS	1,360.00		
80029108	WCP SOLUTIONS	1,104.70		
80029109	WESTERN PETERBILT LLC	18.45		
80029110	WILDROSE LTD dba	20.65		357.62

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80029111	WYATT WOOD PRODUCTIONS			300.00
80029112	XO COMMUNICATIONS INC	8,353.29		
80029113	ROBERT S LESSER	236.16		
80029114	MICHAEL SCHNEIDER	162.61		
80029115	ABM JANITORIAL SERVICES SOUT	2,891.36		
80029116	ANATEK LABS INC	688.00		
80029117	AUTO-RAIN SUPPLY INC	29.60		
80029118	AVISTA UTILITIES	294,738.02		
80029119	B & B TOWING LLC	70.66		
80029120	BENTLEY SYSTEMS INC	2,281.61		
80029121	BRIDGESTONE AMERICAS INC	1,753.02		
80029122	COOPERATIVE SUPPLY INC	61,967.81		
80029123	COPIERS NORTHWEST INC	119.57		
80029124	DECATUR ELECTRONICS INC	11,820.00		
80029125	DICK IRVIN INC.	7,032.69		
80029126	ELGA	1,043.06		
80029127	ELJAY OIL CO INC	983.84		
80029128	FEDERAL SIGNAL CORPORATION	97.07		
80029129	FISHER SCIENTIFIC	133.05		
80029130	FOSTER PEPPER PLLC	220.00		
80029131	FREEDOM TRUCK CENTERS INC	21.79		
80029132	GRAYMONT CAPITAL INC.	6,835.27		
80029133	GUNARAMA WHOLESALE INC	42.12		
80029134	HALME CONSTRUCTION INC	1,039,353.53		
80029135	HYAS GROUP LLC			
80029136	IDEXX DISTRIBUTION GROUP	231.22		
80029137	CPM DEVELOPMENT CORP DBA	49,706.46		
80029138	JRM ENTERPRISES INC	352.00		
80029139	LANCE POUNDER EXCAVATION INC	12,592.41		
80029140	MDM CONSTRUCTION INC	40,741.01		
80029141	NAPA AUTO PARTS	875.06		
80029142	OXARC INC	32.35		
80029143	QUINN GROUP	29,052.00		
80029144	RIPPLINGER ENGINEERING	2,884.50		
80029145	SCS ENGINEERS	1,787.04		
80029146	SENSKE PEST CONTROL	50.00		
80029147	SOLID WASTE SYSTEMS INC	19,808.65		
80029148	SPOKANE INT'L AIRPORT	570.54		
80029149	TESTAMERICA LABORATORIES INC	372.00		
80029150	TITAN TRUCK EQUIPMENT	3,019.03		
80029151	TOBY'S BODY & FENDER INC	2,346.70		
80029152	UNITEC DORSH LLC	641.33		
80029153	VERIZON WIRELESS BELLEVUE	40.01		
80029154	WANDERMERE CAR WASH PLAZA LL	433.12		
80029155	WATSON PAINT AND BODY WORKS	1,044.34		
80029156	WESTERN PETERBILT LLC	1,794.62		
80029157	WINGFOOT COMMERCIAL TIRE	25,443.15		
80029158	KATHERINE S KNOX	621.86		
80029159	ALSCO DIVISION OF ALSCO INC		60.23	
80029160	APSCO LLC	10,230.88		
80029161	ARAMARK UNIFORM SERVICES	191.50		
80029162	AVISTA UTILITIES	220,280.74		
80029163	BELNICK INC		1,928.97	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80029164	BUDINGER & ASSOCIATES INC	6,046.51		
80029165	CATHOLIC CHARITIES	48,429.12		
80029166	CH2M HILL	59,588.86		
80029167	COFFMAN ENGINEERS INC	6,212.50		
80029168	COMPLETE OFFICE LLC		520.60	
80029169	CENTER FOR ORGANIZATIONAL	40.00		
80029170	CUMMINS NORTHWEST LLC	7,020.19		
80029171	DATEC INC	10,635.16		
80029172	DELL MARKETING LP	24,519.07		
80029173	DUNCAN PARKING TECHNOLOGIES	9,295.00		
80029174	EVCO SOUND & ELECTRONICS	58.30		
80029175	FAMEK INC	1,795.04		
80029176	FISHER SCIENTIFIC	4,406.18		
80029177	GRAINGER INC	901.66		
80029178	MCCOLLUM FORD SALES INC	1,897.36		
80029179	GUTERMANN INC	610.00		
80029180	H D SUPPLY WATERWORKS LTD	6,682.77		
80029181	HISTORICAL RESEARCH ASSOCIAT	3,487.71		
80029182	CPM DEVELOPMENT CORP DBA	50,793.10		
80029183	INSLEE, BEST, DOEZIE &	147.00		
80029184	INTERLINE BRANDS INC dba		97.18	
80029185	LSB CONSULTING ENGINEERS PLL	3,040.00		
80029186	MACON SUPPLY INC	16,576.75		
80029187	MAINTENANCE SOLUTIONS INC		234.53	
80029188	NELSON/NYGAARD CONSULTING	1,348.50		
80029189	NORCO INC	390.16		
80029190	PACWEST MACHINERY LLC	1,568.09		
80029191	PARTSMaster/DIV OF NCH CORP		143.19	
80029192	PREMERA BLUE CROSS OR	185,467.19		
80029193	RAY-PAC, INC		195.66	
80029194	ROWAND MACHINERY COMPANY	1,627.24		
80029195	RWC INTERNATIONAL LTD	3,226.81		
80029196	THE SALVATION ARMY	779.50		
80029197	SECOND HARVEST FOOD BANK OF	7,730.00		
80029198	SHAMROCK MANUFACTURING INC	8,311.70		
80029199	SHERWIN WILLIAMS CO	235.57		
80029200	SHOWCASES		50.00	
80029201	SPOKANE NEIGHBORHOOD ACTION	249,777.87		
80029202	SPECIALTY MACHINING & MFG CO	739.16		
80029203	SPOKANE COUNTY TREASURER	375.00		
80029204	STRATA GEOTECHNICAL ENGINEER	973.75		
80029205	PARAMETRIX INC DBA	2,765.00		
80029206	THOMAS DEAN & HOSKINS INC	4,099.85		
80029207	TRANSITIONS DBA TRANSITIONAL	1,463.02		
80029208	US BANK OR CITY TREASURER	6,354.31		
80029209	VOLUNTEERS OF AMERICA OF	45,199.65		
80029210	WESTERN STATES EQUIPMENT CO	1,905.52		
80029211	WSF LLC	1,234.52		
80029212	WON-DOOR CORPORATION		557.00	
80029213	XO COMMUNICATIONS INC	56.62		
80029214	YFA CONNECTIONS	4,234.25		
80029215	SUNSHINE HEALTH FACILITIES I	9,610.00		
80029216	RICHARD CARR	133.88		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80029217	GREGORY C HARSHMAN	235.10		
80029218	LARRY P LYLE	158.76		
80029219	RODNEY PETERSON	5,500.00		
80029220	A W REHN & ASSOCIATES INC OR	13,171.26		
80029221	ROBERT EARL ALFORD	105.98		
80029222	ALLIED SAFE & VAULT CO INC D	21.74		
80029223	ALSCO DIVISION OF ALSCO INC	102.34		
80029224	AMERICAN TRAFFIC SOLUTIONS I	59,531.29		
80029225	ANDERSON ENVIRONMENTAL			18,732.98
80029226	ARAMARK UNIFORM SERVICES	459.15		
80029227	EXACTBYTE INC	1,600.00		
80029228	ARROW CONSTRUCTION SUPPLY IN			638.11
80029229	AUTO-RAIN SUPPLY INC	265.54		
80029230	AVISTA UTILITIES	6,897.27		
80029231	AZTECA SYSTEMS INC	200.00		
80029232	BAKER & TAYLOR BOOKS		7,390.78	
80029233	BANNER FURNACE & FUEL	244.76		
80029234	PATRICIA BARTELL			87.00
80029235	SPOKANE FIRE FIGHTERS BENEFI	41,530.41		
80029236	CENGAGE LEARNING INC		208.61	
80029237	CINTAS CORPORATION NO 3	8,330.26		
80029238	STEVE CONNER			7,123.34
80029239	COPIERS NORTHWEST INC	362.92		2.15
80029240	CREEK AT QUALCHAN GOLF COURS			100.17
80029241	CURTIS J BUYSER DBA			985.00
80029242	CW NIELSEN MFG CORP	130.44		
80029243	DALLY ENVIRONMENTAL LLC	2,814.80		
80029244	DATEC INC	50,867.79		
80029245	DELL MARKETING LP	3,250.39		
80029246	DESAUTEL HEGE COMMUNICATIONS			35,530.42
80029247	DIGNITARY PROTECTION TEAM FU	95.00		
80029248	DONALD A CAMPBELL & COMPANY			20,654.20
80029249	DAVID TOUTONGHI dba			245.60
80029250	EDU MEMBERSHIP FUND	22.50		
80029251	ELECTRIC CITY INC			206.53
80029252	ENVIRONMENT CONTROL OF SPOKA			1,240.00
80029253	EUROFINS FRONTIER GLOBAL	1,510.00		
80029254	SHELLEY FAIRWEATHER-VEGA		54.35	
80029255	FIKES NORTHWEST INC/DIV OF	67.72		
80029256	GRAINGER INC	55.18		
80029257	GROUP HEALTH COOPERATIVE	69,207.89		
80029258	POLICE GUILD LEGAL DEFENSE	576.00		
80029259	GUNARAMA WHOLESALE INC	2,659.26		
80029260	H D FOWLER COMPANY			1,590.29
80029261	IDAHO AMATEUR SOFTBALL ASSOC			621.00
80029262	INGRAM LIBRARY SERVICES INC		1,286.48	
80029263	THE KENERSON GROUP/DIV OF			1,100.00
80029264	LANGUAGE LINE SERVICES	76.62		
80029265	ELIZABETH A PIKE dba			112.00
80029266	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80029267	M & P ASSOCIATION	2,173.69		
80029268	MIDWEST TAPE		1,163.95	
80029269	NORCO INC	154.88		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80029270	NORTHSTAR CHEMICAL INC	2,306.18		
80029271	OCCUPATIONAL MEDICINE	5,639.00		71.25
80029272	ORCA PACIFIC INC	1,577.92		
80029273	OVERDRIVE INC		1,682.09	
80029274	PEAK 7 ADVENTURES			341.00
80029275	RECORDED BOOKS INC		59.99	
80029276	RELATIONAL RIDING ACADEMY			800.00
80029277	ROUSE'S TOWING & RECOVERY IN	70.65		
80029278	SAFETY KLEEN CORPORATION			167.00
80029279	SHARP SHOOTING INDOOR RANGE			236.25
80029280	SPOKANE POLICE BENEFIT ASSOC	930.00		
80029281	SPOKANE POLICE CHAPLAIN	2,938.30		
80029282	SPOKANE POLICE K-9 MEMBERSHI	60.00		
80029283	SPOKANE POLICE GUILD LONG	22,889.70		
80029284	SPOKANE COUNTY CORRECTIONS	1,399.50		
80029285	SPOKANE COUNTY SHERIFF	10,360.00		
80029286	SPOKANE COUNTY 911	54,330.92		
80029287	SPOKANE COUNTY TREASURER	1,582.43		
80029288	SPOKANE POLICE GUILD FRATERN	379.70		
80029289	STANDARD INSURANCE COMPANY	17,795.10		
80029290	STANLEY CONVERGENT SECURITY	691.33		70.42
80029291	STARPLEX CORP	8,862.08		
80029292	SPOKANE POLICE SWAT TEAM	220.00		
80029293	T & T GOLF MANAGEMENT INC			165.43
80029294	SPOKANE POLICE TACTICAL TEAM	288.00		
80029295	UNITED WAY	1,585.49		
80029296	US BANK	291,379.23		
80029297	VERIZON WIRELESS BELLEVUE	1,922.54		874.81
80029298	WA ST COUNCIL OF CITY & COUN	27,429.28		
80029299	WASHINGTON DENTAL SERVICE OR	31,432.12		
80029300	WASTE MANAGEMENT OF WA DBA			33.18
80029301	WAXIE SANITARY SUPPLY			747.29
80029302	WESTERN INDUSTRIAL CERAMICS	1,580.15		
80029303	WESTERN STATES EQUIPMENT CO	194,417.41		
80029304	WILD WALLS CLIMBING GYM & SH			1,260.00
80029305	WILDROSE LTD dba			117.23
80029306	XO COMMUNICATIONS INC			293.67
80029307	ALICE M BUSCH			281.88
80029308	ADRIANO M EVA			78.95
80029309	MARLENE C FEIST	10.00		
80029310	PHYLLIS GABEL	35.00		
80029311	CRAIG E HULT	35.00		
80029312	MARK E LINDSEY	35.00		
80029313	KATHRYN A SEWELL	35.00		
80029314	SCOTT M SIMMONS	180.29		
		8,756,327.29	15,860.13	222,103.29
				=====
		CITYWIDE TOTAL:		9,041,795.71

MINUTES OF SPOKANE CITY COUNCIL

Monday, August 15, 2016

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:31 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 Stuckart and Council Members Beggs, Kinnear, and Mumm were present. Council Member Stratton arrived to the meeting at 3:34 p.m. and Council Member Waldref arrived to the meeting at 3:35 p.m.

City Administrator Theresa Sanders, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review

The City Council received an overview from staff on the August 22, 2016, Advance Agenda items.

Action to Approve August 22, 2016, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the August 22, 2016, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Fagan, seconded by Council Member Beggs, to **approve** the Advance Agenda for Monday, August 22, 2016; **carried unanimously**.

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council reviewed changes to the August 15, 2016, Current Agenda.

Withdrawal of Resolution 2016-0067—Approving Appointment of Laura McAloon

Motion by Council Member Fagan, seconded by Council Member Beggs, **to withdraw Resolution 2016-0067** approving appointment of Laura McAloon as the City Attorney for the City of Spokane; **carried unanimously**.

Resolution 2016-0071 Rescinding Resolution 2016-0064 (Ballot Measure No. 1)

Council President Stuckart introduced Resolution No. 2016-0071, as described above, and he requested a motion to suspend the Rules in order to add the matter on tonight's (Legislative) Agenda. The following action was taken:

Motion by Council Member Fagan, seconded by Council Member Mumm, to so move [**to suspend** the (Council) Rules]; **carried 5-2 (Council Members Beggs and Kinnear voting "no")**.

Council President Stuckart then called for a motion to add this resolution to the Council's Agenda for tonight, and the following additional action was taken:

Motion by Council Member Fagan, seconded by Council Member Waldref, to so move (**to add** Resolution 2016-0071 to the Council's Current Legislative Agenda); **carried 5-2 (Council Members Beggs and Kinnear voting "no")**.

CONSENT AGENDA

Upon Unanimous Roll Call Vote, the City Council approved Staff Recommendations for the following:

Resolve funding error found in Water Six Year Capital Plan so it is consistent with the Comprehensive Water System Plan. (OPR 2016-0637)

Agreement between the City and Washington State Criminal Justice Training Commission for the Basic Law Enforcement Academy from July 1, 2016 to June 30, 2018 for:

- a. Administering, conducting, and presenting the program—\$275,500 Revenue. (OPR 2016-0638)
- b. The terms and conditions under which the Police Department will provide services and facilities—\$42,800 Revenue. (OPR 2016-0639)

Contract Extension with AOT Public Safety Corporation (Waldorf, MA) for the False Alarm Program from July 1, 2016 to June 30, 2017—estimated revenue \$330,000. (OPR 2011-0535)

Contract Extension with Chipman Moving & Storage, Inc. (Spokane, WA) for moving services at the discretion of the Building and Construction Project Manager from June 22, 2016 to July 22, 2017—\$30,000. (OPR 2015-0605)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through August 5, 2016, total \$5,227,041.59 (Check Nos. 527802-528065; ACH Payment Nos. 28605-28826), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,928,258. (CPR 2016-0002)

City Clerk Report on Proposed Initiative No. 2016-4 Regarding Marijuana Business Zoning Restrictions (LGL 2016-0033)

The City Clerk reported on Proposed Initiative No. 2016-4 filed by John Ahern regarding marijuana business zoning restrictions near certain institutions. Council Member Stratton inquired if she should be recusing herself from action on Proposed Initiative No. 2016-4. Policy Advisor Brian McClatchey stated that Council Member Stratton would be able to seek recusal if she has an interest in that particular item that is different from the interests of other council members. Council Member Stratton requested that action on this matter be taken separately from other August 15 Consent Agenda items as she noted she will be recusing herself. Subsequently, the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Waldref, to approve (the City Clerk sending Proposed Initiative No. 2016-4 to the Hearing Examiner for review and for issuing a formal written opinion as to the legal validity and effect of the proposed measure); **carried 6-0 (Council Member Stratton abstaining).**

Council Recess/Executive Session

The City Council adjourned at 3:45 p.m. The City Council immediately reconvened into an Executive Session for approximately 45 minutes. From 3:45 p.m. – 4:00 p.m., the Executive Session was on potential litigation in the City Council Lounge, with Acting City Attorney Mike Piccolo and Assistant City Attorney Pat Dalton present, and from 4:00 p.m. – 4:30 p.m., the Executive Session was on real estate transactions in Conference Room 5A, with no attorneys present. At 4:30 p.m. Council President announced an extension of the Executive Session for 15 minutes. From 4:30 p.m. to approximately 4:45 p.m. in Conference Room 5A, an executive session was held on pending litigation matters, with Special Counsel Roy Koegen and Brian Kistler present. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Stuckart.

Roll Call

Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, Stratton, and Waldref were Present.

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

PROCLAMATION

August 22, 2016

Salvation Army 125th Anniversary Day

Council Member Stratton read the proclamation and presented it to Major Stephen Ball. The proclamation encourages all citizens to recognize the distinctive value of this great organization in our community and celebrate the extraordinary and long lived partnerships with share with the Salvation Army.

August 20, 2016

Unity in the Community Day

Council Member Waldref read the proclamation and presented it to representatives of the Unity in the Community Day event. The proclamation urges all citizens to celebrate the strength of Spokane's diversity.

BOARD, COMMITTEE, AND COMMISSION VACANCIES

Council Member Mumm announced the following vacancies:

- Civil Service Commission: One position opening in December. Deadline is October 14.
- Ethics Commission: Multi vacancies. Deadline is September 30.
- Northeast Public Development Authority: One position for a business representative. Deadline is September 2.
- West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee: Four positions. Apply as soon as possible.

For vacancy information, citizens can visit <https://my.spokanecity.org/bcc/> or call (509) 625-6250.

There were no **Administrative Reports**.

There were no **Appointments**.

COUNCIL COMMITTEE REPORTS

Planning and Economic Development Committee Meeting

Council Member Mumm reported on the Planning and Economic Development Committee meeting held earlier today (August 15, 2016). Minutes of the Planning and Economic Development Committee are filed with the City Clerk's Office and are available for review following approval by the Planning and Economic Development Committee.

Public Safety Committee Meeting

Council Member Kinnear reported on the Public Safety Committee meeting held earlier today (August 15, 2016). Minutes of the Public Safety Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Public Safety Committee.

Police Chief Meidl - Second Public Forum

Council Member Kinnear reminded citizens that the second public forum for Police Chief Meidl will take place Wednesday at East Central Community Center from 6:00 p.m. to 8:00 p.m., and she noted all are welcome.

OPEN FORUM

Donald Dover requested the City Council to avoid confirming any more of Mayor Condon's choices for Department Head positions. In addition, he suggested the Council dismantle the Spokane Police Department and assign the responsibility of policing the community to a contractor suitable for performing this function.

John Lemus remarked on the crosswalk at 29th and Fiske. He noted that on Friday a young woman was hit in that intersection. He suggested signage be placed in that area or take out the crosswalk.

LEGISLATIVE AGENDA

There were no **Emergency Budget Ordinances**

There were no **Emergency Ordinances**

RESOLUTIONS and FINAL READING ORDINANCES

Resolution 2016-0071

The City Council considered Resolution 2016-0071. Subsequent to public testimony and Council commentary, the following action was taken:

Upon 5-2 Roll Call Vote (Council Members Beggs and Kinnear voting "no"), the City Council adopted Resolution 2016-0071 rescinding Resolution No. 2016-0064 and withdrawing the Spokane City Council's

request to the Spokane County Auditor to place a ballot measure relating to a prohibition on the transit of oil and coal by train on a special election ballot on November 8, 2016 to be held in conjunction with the scheduled general election.

For Council Action on Resolution 2016-0067, see section of minutes under 3:30 p.m. Administrative Session.

Final Reading Ordinance C35424

Council Member Stratton provided an overview of Final Reading Ordinance C35424 relating to the annual budget. Subsequent to the opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

Upon 5-2 Roll Call Vote (Council Members Fagan and Beggs voting “no”), the City Council passed Final Reading Ordinance C35424 relating to the annual budget; amending section 7.09.010 of the Spokane Municipal Code; enacting a new section 7.09.015 of the Spokane Municipal Code.

FIRST READING ORDINANCES

For Council action on First Reading Ordinance C35423, see section of minutes under “Hearings.”

For Council action on First Reading Ordinance C35425, see section of minutes under “Hearings.”

There were no **Special Considerations**

HEARINGS

Hearing on Vacation of Portions of North Center Street, North Crescent Avenue, Ross Court, Hamlin Street, and a Portion of a Nearby Alley as Requested by Avista and Riverview Retirement Community

The Spokane City Council held a hearing on the above-described vacation. Eldon Brown of Development Services provided an overview of the vacation and responded to Council inquiries. Subsequent to public testimony and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council approved, subject to conditions (in the Street Vacation Reports dated July 19, 2016), the vacation of portions of North Center Street, North Crescent Avenue, Ross

Court, Hamlin Street and a portion of a nearby alley as requested by Avista and Riverview Retirement Community.

In conjunction with the hearing, Ordinance C35423 (vacating a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley) and Ordinance C35425 (vacating a portion of Ross Court) were read for the first time, with further action deferred.

SECOND OPEN FORUM

Cherrie Barnett commented on divisive City Council meetings. She also commented on the Mayor's salary. She asked the City Council to work with the Mayor. In addition, she commented on the Police, as well made other remarks.

Tai Remi commented on the train issue (oil and coal train) and provided other remarks relative to trains.

Gabriel Elliot commented on the holiday of the Aquarian Age and the first night of the prophet and his pride.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 8:04 p.m.

Minutes prepared and submitted for publication in the August 24, 2016, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2016.

Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, August 18, 2016

A Special Meeting of the Spokane City Council was held on the above date at 3:32 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Beggs, Fagan, Mumm, Stratton and Waldref were present. Council Member Kinnear was absent.

The following topics were discussed:

- Legislative Priorities
- Traffic Calming Budget

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 5:00 p.m.

Minutes prepared and submitted for publication in the August 31, 2016, issue of the Official Gazette:

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2016.

Ben Stuckart
City Council President



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	CPR 1981-0402
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	MAYOR
Contact Name/Phone	BRANDY COTE 625-6774
Contact E-Mail	BCOTE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT OF GRETA GILMAN TO THE SPOKANE PARK BOARD

Agenda Wording

Appointment of Greta Gilman to the Spokane Park Board, to serve an unexpired term until February 2018.

Summary (Background)

Appointment of Greta Gilman to the Spokane Park Board, to serve an unexpired term until February 2018.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head COTE, BRANDY

Division Director

Finance

Legal

For the Mayor WHITNEY, TYLER

Council Notifications

Study Session

Other

Distribution List

bcote@spokanecity.org

leadie@spokanecity.org

Additional Approvals

Purchasing

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

08/29/2016

Date Rec'd

8/17/2016

Clerk's File #

ORD C35430

Renews #**Submitting Dept**

FINANCE & ADMIN

Cross Ref #**Contact Name/Phone**

GAVIN COOLEY EXT 6586

Project #**Contact E-Mail**

GCOOLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

5600 - REFUNDING BOND THROUGH SPOKANE INVESTMENT POOL

Agenda Wording

An ordinance of the City of Spokane relating to the issuance of a Limited Tax General Obligation Refunding Bond.

Summary (Background)

The Spokane Investment Pool is allowed to invest up to 15% of its portfolio in City of Spokane Bonds. This ordinance provides for the issuance of \$5,720,000 of bonds for the purpose of refunding the City's outstanding limited tax general obligation bonds, series 2005A. The rate of the newly issued bonds will carry an interest rate substantially lower than the 2005A bonds.

Fiscal Impact**Budget Account**

Expense \$ -3,500,000

Various interest accounts

Select \$

#

Select \$

#

Select \$

#

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

BUSTOS, KIM

Study Session**Division Director**

BUSTOS, KIM

Other

Finance Committee - Var

Finance

BUSTOS, KIM

Distribution List**Legal**

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For the Mayor

WHITNEY, TYLER

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Additional Approvals

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Purchasing

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bstuckart@spokanecity.org

bramharter@spokanecity.org

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2016

ORDINANCE NO. C35430

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,728,272 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2005A (TAX-EXEMPT); FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

ADOPTED August 29, 2016

PREPARED BY:

WORKLAND & WITHERSPOON, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016
ORDINANCE NO. C35430

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

CITY OF SPOKANE, WASHINGTON

ORDINANCE NO. C35430

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A LIMITED TAX GENERAL OBLIGATION REFUNDING BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,728,272 TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2005A (TAX-EXEMPT); FIXING THE DATE, FORM, MATURITY, INTEREST RATE, TERMS AND COVENANTS OF THE BOND; AUTHORIZING THE SALE AND DELIVERY OF THE BOND TO THE CITY, DECLARING AN EMERGENCY, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Spokane, Spokane County, Washington (the "City"), is a first-class charter city duly organized and existing under and by virtue of the laws of the State of Washington and the Charter of the City; and

WHEREAS, the City currently has outstanding \$5,720,000 principal amount of its Limited Tax General Obligation and Refunding Bonds, Series 2005A (Tax-Exempt) issued on August 3, 2005, pursuant to the 2005 Bond Ordinance (the "2005A Bonds") as follows:

Maturity Year (December 1)	Principal Amount	Interest Rate	CUSIP Number
2030*	\$5,720,000	5.00%	849067F81

* Term Bond.

; and

WHEREAS, the 2005A Bonds maturing on or after December 1, 2016 are callable for redemption, in whole or in part, at any time on or after December 1, 2015, at the price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, the City is authorized and empowered by chapters 35.22, 35.86, 39.36, 39.46, 39.50 and 39.53 RCW to issue, sell and deliver limited tax general obligation bonds for the purpose of providing funds to redeem the 2005A Bonds; and

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

WHEREAS, it is deemed necessary and in the best interest of the City to obtain savings for the City by redeeming the outstanding 2005A Bonds through the issuance of a limited tax general obligation refunding bond (the "Bond").

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

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

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

Bond means the City of Spokane Limited Tax General Obligation Refunding Bond, Series 2016, issued pursuant to this ordinance in the principal amount of not to exceed \$5,728,272.

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

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

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

City means the City of Spokane, Spokane County, Washington.

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

Maturity Date means a date not to exceed [ten (10)] years from the date of issuance of the Bond.

Outstanding Principal Balance of the Bond means on any particular day the principal amount due on the Bond to that day.

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

Refunded Bonds means the 2005A Bonds maturing on and after December 1, 2016.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on any Adjustment Date as follows: (Yield for U.S. Treasury Bond of Similar Maturity) + (Spread for Liquidity, Quality and Costs of Administration of 0.75%) = SIP Internal Lending Rate.

Spokane General Obligation Bond Redemption Fund means the City's existing special fund of the same name into which the principal proceeds received from the sale and delivery of the Bond shall be paid and used to pay the costs of refunding the Refunded Bonds and the costs of issuance the Bond.

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

2005 Bond Ordinance means Ordinance No. C33695, passed by the Council on July 18, 2005.

2005A Bonds means the Limited Tax General Obligation Refunding Bonds, Series 2005A (Tax-Exempt), issued August 3, 2005, and authorized by the 2005 Bond Ordinance.

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

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

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

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

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

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

Section 2. Emergency. The Council declares that an emergency exists in order that there be no delay in issuing the Bond, ensuring the favorable terms of the Bond for the benefit of the City. Therefore, this ordinance shall be in full force and effect immediately upon its passage by the Council.

Section 3. Application of Bond Proceeds / Redemption and Defeasance of 2005A Bonds.

(a) The proceeds of the Bond shall be used to refund and defease the Refunded Bonds and to pay costs of issuance of the Bond.

(b) In order to effect the defeasance of the Refunded Bonds, the net proceeds of the Bond shall be deposited into the Spokane General Obligation Bond Redemption Fund for the purposes of defeasing the Refunded Bonds and discharging the obligations of the City relating thereto under the 2005 Bond Ordinance authorizing their issuance, by providing for the payment of the interest on the Refunded Bonds to the date fixed for redemption and the redemption price (the principal amount) on the date fixed for redemption of the Refunded Bonds. When the final transfer has been made for the payment of such redemption price and interest on the Refunded Bonds, any applicable balance then remaining in the Spokane General Obligation Bond Redemption Fund shall be transferred to the account designated by the City.

(c) The City hereby irrevocably sets aside sufficient funds from proceeds of the Bond to make the payments described in this ordinance.

The City hereby irrevocably calls the Refunded Bonds for redemption on August 30, 2016, in accordance with terms of the 2005 Bond Ordinance authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Refunded Bonds shall be effective and irrevocable after notice of redemption is provided to the Registrar for the Refunded Bonds.

The Treasurer of the City is hereby authorized and directed to provide for the giving of notice of the redemption of the Refunded Bonds in accordance with the applicable provisions of the 2005 Bond Ordinance.

The Treasurer of the City is hereby authorized and directed to pay to the fiscal agency or agencies of the State of Washington, on the Redemption Date, and applied in accordance with the provisions of this ordinance and with the laws of the State of Washington for the benefit of the City and owners of the Refunded Bonds, sums sufficient to fully refund and redeem the Refunded Bonds.

Section 4. Authorization and Description of Bond. To refund the Refunded Bonds and pay costs of issuance, the City shall issue its Limited Tax General Obligation Refunding Bond to the Spokane Investment Pool (the “SIP”) in the principal amount of not to exceed \$5,728,272 (the “Bond”) to establish an interfund loan facility with the SIP of not to exceed \$5,728,272; provided that the principal amount due and owing thereunder shall be equal to the costs of refunding the Refunded Bonds and the costs of issuance of the Bond. The Bond shall be designated the “City of Spokane Limited Tax General Obligation Refunding Bond, Series

2016.” The Bond shall be dated as of the date of delivery to the SIP, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this Bond Ordinance is formally passed by City Council. Interest on the Bond shall be calculated on the basis of a year of 365/365 days and actual days elapsed. The Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the applicable Maturity Date. Notwithstanding these provisions, the terms of payment may be renegotiated with the Spokane Investment Pool if agreed to by the City.

Section 5. Sale of Bond.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bond and establish an interfund loan on the terms set forth in this ordinance. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool. On or prior to the closing date, the SIP shall provide the City with an amortization schedule for the Bond. The Outstanding Principal Balance of the Bond shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City’s Investment Policy.

Section 6. Application of Bond Proceeds. The proceeds of the Bond shall be expended solely to pay the costs of refunding the Refunded Bonds and pay the costs of issuing the Bond, as authorized herein.

Section 7. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit money in the Spokane General Obligation Bond Redemption Fund in amounts sufficient to pay the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 8. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 9. Prepayment. At the option of the City, the Outstanding Principal Balance may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 10. Execution and Authentication of Bond . The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the Treasurer.

Only a Bond that bears a Registration Certificate in the form set forth in Section 11 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

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

Section 11. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA	
NO. R-__	\$5,728,272

STATE OF WASHINGTON
CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2016

INTEREST RATE: Variable, as described herein

MATURITY DATE:

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

TAX IDENTIFICATION #:

PRINCIPAL AMOUNT: FIVE MILLION SEVEN HUNDRED TWENTY-EIGHT
THOUSAND TWO HUNDRED SEVENTY-TWO AND NO/100
DOLLARS

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

This Bond is issued under authority of Ordinance No. C35430, adopted by the City Council on August 29, 2016 (the "Bond Ordinance"), to pay the costs of redemption and defeasance of the City's outstanding Limited Tax General Obligation and Refunding Bonds, Series 2005A (Tax-Exempt). Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Ordinance.

This Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date this Bond Ordinance is formally passed by City Council. and shall be adjusted on the Adjustment Date. Interest on this Bond shall be calculated on the basis of a year of 365/365 days and actual days elapsed.

Both principal of and interest on this Bond are payable in lawful money of the United States of America. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

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

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

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

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

IN WITNESS WHEREOF, the City of Spokane, Spokane County, Washington, has caused this Bond to be signed by the manual or facsimile signature of the Mayor and Treasurer of the City, as of the 30th day of September, 2016.

CITY OF SPOKANE,
WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Treasurer

CERTIFICATE OF AUTHENTICATION

Date of Authentication: September 30, 2016.

This bond is a Limited Tax General Obligation Refunding Bond, Series 2016 of the City dated September 30, 2016 described in the within-mentioned Bond Ordinance.

TREASURER of the City of Spokane, as
Bond Registrar

By _____

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

Section 13. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 14. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 15. Effective Date. This ordinance shall become effective immediately upon its passage, pursuant to the declaration of emergency in Section 2 hereof.

Adopted this 29th day of August, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/11/2016
Clerk's File #	RES 2016-0072
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - RESOLUTION FOR OAK STREET - STREET VACATION		

Agenda Wording

Resolution setting hearing before the City Council for September 26, 2016 for the vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, as requested by Avista. (Riverside Neighborhood Council)

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PED 8/15/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	WHITNEY, TYLER	ebrown@spokanecity.org	
<u>Additional Approvals</u>		edjohnson@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	
		htrautman@spokanecity.org	

RESOLUTION 2016-0072

WHEREAS, on September 9, 2015, the Spokane City Council received a petition for the vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Oak Street from the south line of 4th Avenue to the north line of 5th Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **September 26, 2016**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

P1504684VACA - Site Map



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.

120 60 0 120 240 Feet



AREA

COSGIS
City of Spokane GIS



DISTRIBUTION LIST
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO
THE NORTH LINE OF 5TH AVENUE

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS

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

MARTHA STEVENSON

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: SCOTT SIMMONS

MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS

RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

BNSF RAILROAD

2301 LOU MENK DR

FORT WORTH, TX 76131-

DISTRIBUTION LIST
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO
THE NORTH LINE OF 5TH AVENUE

413 S REGAL/1711 E DEAN/518 S ELM LLC
303 W 33RD AVE
SPOKANE, WA 99203-1607

CROSBY JR, J E
1904 W 5TH AVE
SPOKANE, WA 99204-1711

CORTNER, RAYMOND F & SHARON R
5402 E CUSTER LN
SPOKANE, WA 99223

INTNL UNION OPR ENG 370
PO BOX 3386
SPOKANE, WA 99220-3386

CROSBY JR, JOSEPH E & MISTIE S
2004 E SOUTH RIDGE DR
SPOKANE, WA 99223-

CCH GRAY, LLC
1325 W 1ST AVE STE 210
SPOKANE, WA 99201-4600

RICKARD, STEVEN D & TRISHA A
5408 S INLAND EMPIRE WAY
SPOKANE, WA 99224-9656

NELSON, ROGER A
15221 N CLUBGATE DR UNIT 1011
SCOTTSDALE, AZ 85254-2638

CCH GRAY, LLC
1325 W 1ST AVE #210
SPOKANE, WA 99201

220 SOUTH ELM STREET, LLC
5391 E SHORELINE DR
POST FALLS, ID 83854

DOUGLASS, HARLAN D
815 E ROSEWOOD AVE
SPOKANE, WA 99208-5507

CCH GRAY, LLC
1208 W 3RD AVE
SPOKANE, WA 99201-4608

HERMES, JEFFREY S & KIMBERLY D
18316 E 8TH AVE
GREENACRES, WA 99016-8713

ALANO CLUB INC
1716 W 7TH AVE
SPOKANE, WA 99204-3504

PIC LTD PTNS
1720 W 4TH AVE
SPOKANE, WA 99201-5302

NEWBERRY, MORGAN M
1801 W 6TH AVE
SPOKANE, WA 99204

DISTRIBUTION LIST
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO
THE NORTH LINE OF 5TH AVENUE

TORRES, MARIANNE 2511 S TEKO A ST SPOKANE, WA 99203-2457	WISER, LARRY L & ANNEMARIE R 79055 VIA CORTA LA QUINTA, CA 92253-6309
AVISTA CORPORATION P. O. BOX 3727 SPOKANE, WA 99220-3727	DONE DEAL PROPERTIES 7, LLC 12904 E NORA AVE STE C SPOKANE VALLEY, WA 99216-1123
R.S.M., INC PO BOX 9000 SPOKANE, WA 99209-9000	OVERHOLSER, WILLIAM H / MARILYN A/JASON 48 W 40TH AVE SPOKANE, WA 99203
PIC LIMITED PARTNERSHIP I 1720 W 4TH AVE SPOKANE, WA 99201-5302	JENELLE M. WOLL 1913 W. 3 RD AVE. SPOKANE, WA 99201
MT FUTURES LLC 4115 N ELLA RD SPOKANE, WA 99212	POUL C. JENSEN 415 S. CHESTNUT ST. SPOKANE, WA 99201
CAR WASH ENTERPRISES INC PO BOX 70527 SEATTLE, WA 98127	ERIC D & HEIDI T CROW PO BOX 666 SPOKANE, WA 99210-0666
MING WAH LAND, LLC 1618 1/2 W 3RD AVE SPOKANE, WA 99204	INTNL UNION OF OPER ENG 370 PO BOX 3386 SPOKANE, WA 99220-3386
LACKMAN, HENRY A & SHERYL A 3710 W ROSAMOND AVE SPOKANE, WA 99224	LOGAN D & CARA E DEVINY 11310 N JUDKINS RD. SPOKANE, WA 99217

DISTRIBUTION LIST
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO
THE NORTH LINE OF 5TH AVENUE

DANIEL E & TONI L WHITE PO BOX 8722 SPOKANE, WA 99203	RPI PROPERTIES INC PO BOX 9000 SPOKANE, WA 99209-9000
GURCHAIT & JAGDISH K BAINS 1301 S HAVANA ST. SPOKANE, WA 99212	RIM ROCK OF SPOKANE LLC 7219 E SOUTH RIVERWAY AVE SPOKANE, WA 99212
PHILIP & MARESA PATTERSON 2505 E. GALER ST. SEATTLE, WA 98112	JULIA M. PELC 1917 W. 3 RD AVE SPOKANE, WA 99201
CCC BUSINESS LLC 503 E. 2 ND AVE. SPOKANE, WA 99201-1405	JEFFERY A & KAREN D JORDAN 25 S. BLAKE RD., STE. #1 SPOKANE VALLEY, WA 99216
TRESKO FAMILY REAL ESTATE LLC 1979 W. 5 TH AVE. SPOKANE, WA 99204	1915 – 5 TH AVE. LLC 1915 W. 5 TH AVE. SPOKANE, WA 99201-5310
LARRY E BEACH & NANCY MCCALLISTER 1624 E. SOUTH RIVERTON SPOKANE, WA 99224	ANNE M MILLANE 447 GROVE ST. MAYVILLE, WI 53050
PETER & NADEZHDA VASILENKO 18428 N. DIVISION RD. COLBERT, WA 99005	BAYSUL, EAGAN 617 S. ELM ST. SPOKANE, WA 99204
DORETTA M & DONALD E BRYAN 12783 MOSAIC DR. RANCHO CUCAMONGA, CA 91739	GERALD NEESER REVOCABLE TRUST 2501 BLUEBERRY RD. ANCHORAGE, AK 99503



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	RES 2016-0073
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6258
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - A RESOLUTION RELATING TO INDIGENOUS PEOPLE'S DAY

Agenda Wording

A Resolution relating to recognizing the second Monday in October each year as Indigenous Peoples' Day in the City of Spokane.

Summary (Background)

The City of Spokane recognizes that our country's indigenous peoples have long been subject to systemic oppression and prejudice, and that other cities around the country have taken steps similar to this resolution to recognize and salute indigenous American populations for their history, their resiliency, and their contributions to American culture.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	CHE - 8-22-2016
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2016-0073

A RESOLUTION relating to recognizing the second Monday in October each year as Indigenous Peoples' Day in the City of Spokane.

WHEREAS, the City of Spokane recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have lived here on these lands since time immemorial; and

WHEREAS, the City of Spokane is built upon the homelands and village sites of the Indigenous Peoples of this region; and

WHEREAS, the City of Spokane recognizes the historical and spiritual significance of Spokane Falls to the Native people of the region who came to the falls as a gathering place for fishing, spiritual practice, trading, celebrations, and the sharing of bounty; and

WHEREAS, the City of Spokane values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts, and the deep cultural contributions that have and continue to deeply affect the character of Spokane; and

WHEREAS, the City of Spokane opposes the historical prejudices against Indigenous people in the United States which have perpetuated high rates of poverty and income inequality, exacerbated disproportionate health, education, and social outcomes, and contributed to differential rates of incarceration in our community; and

WHEREAS, the City of Spokane desires to help close the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our nation's indigenous roots, history, and contributions; and

WHEREAS, one action the City can take to affect these disproportionate impacts is to recognize and make permanent a way to celebrate, learn about, remember, and practice our region's indigenous roots, history, culture, and contributions; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, in 2011 the Affiliated Tribes of Northwest Indians ("ATNI"), representing 59 Tribes from Washington, Oregon, Idaho, Northern California, Western Montana and some Alaskan Tribes, passed resolution #11-57 to "Support to Change Columbus Day (2nd Monday of October) to Indigenous Peoples' Day"; and

WHEREAS, the Cities of Berkeley, Nevada City, Sebastopol, and Santa Cruz, California; Denver, Colorado; Lawrence, Kansas; Belfast, Maine; Alpena and Traverse City, Michigan; Grand Rapids, Red Wing, St. Paul, and Minneapolis, Minnesota; Anadarko, Oklahoma; Albuquerque, New Mexico; Carrboro, North Carolina; Portland, Oregon; Olympia and Seattle, Washington; Bexar County, Texas; and the states of Alaska and South Dakota have recognized and set apart a day each year to celebrate the tremendous impact Indigenous Peoples have on our culture.

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that the City of Spokane declares that the second Monday in October in each year is, and hereafter shall be, Indigenous Peoples' Day in the City of Spokane.

BE IT ALSO RESOLVED, that the City of Spokane strongly supports the proposition that Indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the American Indians, Alaska Natives, and Indigenous Peoples of our region.

BE IT FUTHER RESOLVED, that the City of Spokane encourages other businesses, organizations, and public institutions to recognize and observe Indigenous Peoples' Day and firmly commit to efforts to promote the well-being and growth of Spokane's American Indian and Indigenous community.

Passed by the City Council this ____ day of September, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	ORD C35428
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	KAREN STRATTON 5096256712
Contact E-Mail	ROBERST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 AN ORDINANCE RELATING TO CITY COUNCIL APPROVAL OF MAYORAL APPOINTEES

Agenda Wording

An ordinance relating to the process for City Council approval of Mayoral appointments; amending sections 02.005.010 and 03.01A.100 of the Spokane Municipal Code.

Summary (Background)

Section 24 of the City Charter requires that the City Council approve, by Resolution, each of the Mayor's appointments for the positions of department head and assistant department head. However, the Charter leaves gaps in terms of the process and timelines for the Council's consideration of approval of mayoral appointees. This ordinance improves clarity and efficiency in City government by defining the time period within which the Mayor's appointees must be submitted to Council for approval.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
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>	CHE Committee 8/22/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35428

An ordinance relating to the process for City Council approval of Mayoral appointments; amending sections 02.005.010 and 03.01A.100 of the Spokane Municipal Code.

WHEREAS, under section 24 of the City Charter, the Mayor's appointment of "the administrative heads and assistant administrative heads in each department of the city government," is subject to the City Council's approval; and

WHEREAS, the Charter is silent regarding when appointees are considered for Council approval; and

WHEREAS, the Charter also makes no distinction between permanent, interim, or acting department heads; and

WHEREAS, unreasonable delay in the Mayor's presentation of appointees for City Council approval can stall the work of the City; undermine the public's trust and confidence in local government; create an unfair situation for the appointee, the appointee's department and staff, and the public; and create or prolong a sense of uncertainty and instability in the administration of City affairs; and

WHEREAS, the City Council intends to improve clarity and efficiency in the administration of City government by defining the time period within which the Mayor's appointees to department heads and assistant department heads, whether described as permanent, interim, or acting department head, must be considered by the City Council for its consideration for approval.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 02.005.010 of the Spokane Municipal Code is amended to read as follows:

Section 02.005.010 Council President and City Council

- A. As provided in the City Charter a City Council President and six City Council Members constitute the City Council, which is the legislative body of the City. The City Council President and City Council Members have no administrative authority over personnel matters except the Council President and the Council Members:
1. Appoint, evaluate and discharge the Hearing Examiner;
 2. appoint, evaluate, and discharge the City Council's Senior Research and Policy Analyst;
 3. appoint, evaluate, and discharge the City Council's Policy Advisor;

4. ~~((confirm))~~approve the appointment by the Mayor of the City Attorney, the City Clerk, and the administrative head, or acting or interim administrative head in each department and division; provided:
 - a. any appointee for which city council approval is required pursuant to section 24 of the Charter and this section shall be placed on the agenda of the next available council meeting following the mayor's appointment of the appointee;
 - b. the city council shall consider for approval those persons who are appointed by the mayor as interim or acting department heads no later than 30 days after the start of that person's service as interim or acting department head; and
 - c. no interim or acting department head shall serve in such capacity for longer than 120 days after the city council's approval as such, which period can be extended for an additional 120 days by city council resolution;
 5. appoint nominees of the Mayor to boards, commissions, and other official City agencies, unless otherwise provided;
 6. hire, supervise, evaluate, and discharge their own administrative staff;
 7. hire, supervise, evaluate, and discharge their individual legislative assistants.
- B. The Council President reviews the preparation of the agenda for City Council meetings, briefings, and study session meetings and presides at meetings of the City Council. The Council President also serves as the Mayor Pro Tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City Council agenda items shall be submitted and processed consistent with the City Council Rules of Procedure and administrative policies and procedures.
- D. The City Council shall establish committees to assist in the performance of its assigned duties.
1. The standing committees shall have a minimum of three members, one from each of the three City Council districts.
 2. The council president may chair two of the standing committees as determined in his or her sole discretion.
 3. All other committees, including ad hoc committees, shall select their own chair.
 4. At no time shall a member of the City Council chair more than two standing committees at the same time.
 5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the City Council.
 6. Standing committee membership shall be determined by the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council. Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.

- E. Any City Council committee with more than three Council Members as committee members shall be considered a committee of the whole City Council. All meetings of such a committee shall be considered a special Council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee unless the committee meeting was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2 of the City Council Rules of Procedure.
- F. All standing committee meetings shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by Council Members, including deliberation and voting, shall be open to all Council Members when the standing committee is meeting as a committee of the whole and as a special Council meeting. Participation by Council Members in a standing committee that is not a committee of the whole shall be limited to just the appointed Council Members.

Section 2. That section 03.01A.100 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.100 Mayor

- A. As provided in the City Charter, the mayor is the chief executive and administrative officer of the City with final authority over the employment, termination and assignment of all employees of the City, not including the elected officers, except that:
 - 1. the appointment of the city attorney, the city clerk and the administrative heads and acting or interim head of each department requires approval of the city council; provided:
 - a. any appointee for which city council approval is required pursuant to section 24 of the City Charter and this section shall be placed on the agenda of the next available city council meeting following the mayor's appointment of the appointee;
 - b. the city council shall consider for approval those persons who are appointed by the mayor as interim or acting department head for approval no later than 30 days after the start of that person's service as interim or acting department head; and
 - c. no interim or acting department head shall serve in such capacity for longer than 120 days after the city council's approval as such, which period can be extended for an additional 120 days by city council resolution;
 - 2. the appointment of the head of the department of parks and recreation requires the concurrence of the park board;

3. the appointment of the head and assistant head of the retirement department requires the concurrence of the retirement board;
 4. the appointment of persons to positions within the classified service, and their discharge, must follow the procedures of the civil service system;
 5. the number of positions in the City government is determined in the annual budget;
 6. some individuals, such as the director of Spokane area workforce development council administration, the library director, chief examiner, and the clerk of the municipal court, are appointed or directed by a board or agency by charter, statute or intergovernmental contract;
 7. state law may impose a requirement, such as a license, for the performance of a particular function.
- B. The mayor may appoint such assistants, who are variously referred to as city administrator, division director, department director, or assistant director, as deemed necessary for the efficient operation of City government, subject always to city council approval of positions and salaries through the budget process.
- C. Subject to the provisions of the City Charter and the ordinances by which administrative departments are established and discontinued, the mayor determines the allocation of functions and duties among the several departments and positions and establishes the organizational structure and reporting relationships of the executive branch of the City government.
- D. As provided in SMC 1.02.130, the mayor may delegate to assistants specific functions, authority and responsibility, including the signing of documents.
- E. As provided in SMC 1.02.130, the mayor may delegate specific functions, authority and responsibility, including the signing of documents.
- F. The mayor exercises direct supervision of the departments of communications and public affairs, retirement, and equal employment opportunity and contract compliance.
- G. The mayor is chair of the Sister Cities Association of Spokane, the nonprofit corporation that oversees the Sister Cities program by contract with the City.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/29/2016

Date Rec'd	8/17/2016
Clerk's File #	ORD C35429
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	MIKE FAGAN 509 625-6257
Contact E-Mail	MFAGAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	ORDINANCE RELATING TO COUNCIL CONFIRMATION OF MAYORAL APPOINTMENTS

Agenda Wording

An ordinance relating to City Council confirmation of Mayoral appointments; amending SMC sections 2.005.010, 3.01A.100, and 3.01A.195.

Summary (Background)

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35429

An ordinance relating to City Council confirmation of Mayoral appointments; amending SMC sections 2.005.010, 3.01A.100, and 3.01A.195.

WHEREAS, in 1999, the people of the City of Spokane elected for themselves a new, strong-mayor form of government; and

WHEREAS, Sections 4 of the Spokane City Charter establishes that Spokane is a strong-mayor form of government; and

WHEREAS, Section 5 of the Spokane City Charter establishes that the Mayor is the chief executive officer of the City; and

WHEREAS, the Mayor has final authority over the employment, termination and assignment of all employees of the City pursuant to SMC 03.01A.100(A); and

WHEREAS, the public deserves to have a qualified, professional City workforce; and

WHEREAS, a person's qualifications to serve in public employment should not be contingent on the political composition of the City Council considering his or her appointment; and

WHEREAS, political sycophancy should be neither a prerequisite for public employment nor a substitute for substantive professional qualification; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 2.005.010 is amended to read as follows:

2.005.010 Council President and City Council

A. As provided in the City Charter a City Council President and six City Council Members constitute the City Council, which is the legislative body of the City. The City Council President and City Council Members have no administrative authority over personnel matters except the Council President and the Council Members:

1. Appoint, evaluate and discharge the Hearing Examiner;
2. appoint, evaluate, and discharge the City Council's Senior Research and Policy Analyst;

3. appoint, evaluate, and discharge the City Council's Policy Advisor;
 4. confirm the appointment by the Mayor of the City Attorney, the City Clerk, and the administrative head in each department and division, considering only the appointments' qualifications for service;
 5. appoint nominees of the Mayor to boards, commissions, and other official City agencies, considering only the nominees' qualifications for service, unless otherwise provided;
 6. hire, supervise, evaluate, and discharge their own administrative staff;
 7. hire, supervise, evaluate, and discharge their individual legislative assistants.
- B. The Council President reviews the preparation of the agenda for City Council meetings, briefings, and study session meetings and presides at meetings of the City Council. The Council President also serves as the Mayor Pro Tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City Council agenda items shall be submitted and processed consistent with the City Council Rules of Procedure and administrative policies and procedures.
- D. The City Council shall establish committees to assist in the performance of its assigned duties.
1. The standing committees shall have a minimum of three members, one from each of the three City Council districts.
 2. The council president may chair two of the standing committees as determined in his or her sole discretion.
 3. All other committees, including ad hoc committees, shall select their own chair.
 4. At no time shall a member of the City Council chair more than two standing committees at the same time.

5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the City Council.
 6. Standing committee membership shall be determined by the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council. Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.
- E. Any City Council committee with more than three Council Members as committee members shall be considered a committee of the whole City Council. All meetings of such a committee shall be considered a special Council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee unless the committee meeting was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2 of the City Council Rules of Procedure.
- F. All standing committee meetings shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by Council Members, including deliberation and voting, shall be open to all Council Members when the standing committee is meeting as a committee of the whole and as a special Council meeting. Participation by Council Members in a standing committee that is not a committee of the whole shall be limited to just the appointed Council Members.

Section 2. That SMC 3.01A.100 is amended to read as follows:

3.01A.100 Mayor

- A. As provided in the City Charter, the mayor is the chief executive and administrative officer of the City with final authority over the employment, termination and assignment of all employees of the City, not including the elected officers, except that:
1. the appointment of the city attorney, the city clerk and the administrative heads of each department requires approval of the appointment's qualifications for service by the city council;

2. the appointment of the head of the department of parks and recreation requires the concurrence of the park board;
 3. the appointment of the head and assistant head of the retirement department requires the concurrence of the retirement board;
 4. the appointment of persons to positions within the classified service, and their discharge, must follow the procedures of the civil service system;
 5. the number of positions in the City government is determined in the annual budget;
 6. some individuals, such as the director of Spokane area workforce development council administration, the library director, chief examiner, and the clerk of the municipal court, are appointed or directed by a board or agency by charter, statute or intergovernmental contract;
 7. state law may impose a requirement, such as a license, for the performance of a particular function.
- B. The mayor may appoint such assistants, who are variously referred to as city administrator, division director, department director, or assistant director, as deemed necessary for the efficient operation of City government, subject always to city council approval of positions and salaries through the budget process.
- C. Subject to the provisions of the City Charter and the ordinances by which administrative departments are established and discontinued, the mayor determines the allocation of functions and duties among the several departments and positions and establishes the organizational structure and reporting relationships of the executive branch of the City government.
- D. As provided in SMC 1.02.130, the mayor may delegate to assistants specific functions, authority and responsibility, including the signing of documents.
- E. As provided in SMC 1.02.130, the mayor may delegate specific functions, authority and responsibility, including the signing of documents.

- F. The mayor exercises direct supervision of the departments of communications and public affairs, retirement, and equal employment opportunity and contract compliance.
- G. The mayor is chair of the Sister Cities Association of Spokane, the nonprofit corporation that oversees the Sister Cities program by contract with the City.

Section 3. That SMC 3.01A.195 is amended to read as follows:

3.01A.195 Department Head Approval Process

- A. The City Attorney, the City Clerk, and the administrative head of each department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by the City Council. In considering a Mayoral appointment for these positions, the City Council may take into consideration only the appointee's qualifications for service based on his or her education, experience, professional background, and other similar expertise that is relevant to the position.
- B. The appointment of the head of the Parks and Recreation department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until the appointment has been concurred with by the Park Board and approved by the City Council. In considering a Mayoral appointment for this position, the City Council may take into consideration only the appointee's qualifications for service based on his or her education, experience, professional background, and other similar expertise that is relevant to the position.
- C. The appointment of the head of the Retirement Department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until the appointment has been concurred with by the Retirement Board and approved by the City Council. In considering a Mayoral appointment for this position, the City Council may take into consideration only the appointee's qualifications for service based on his or her education, experience, professional background, and other similar expertise that is relevant to the position.
- D. Pursuant to section 24 of the Charter, each department may have no more than two employees who are exempt from civil service: the department director and an assistant department director.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date