

**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, JULY 17, 2017

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 BRIEFING CENTER
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for July 17, 2017:

User Name: **COS Guest**

Password: **9y5B62DF**

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 Council Briefing Center 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.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Briefing Center 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. Multiple Family Housing Property Tax Exemption Agreement with Caroline Yu for one multi-family building with 27 units located at 1310 West College Avenue. | Approve | OPR 2017-0480 |
| 2. Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court for 2017—\$261,750 Revenue. An important outcome resulting from this Court is improved public safety. | Approve | OPR 2017-0481 |
| 3. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through July 7, 2017, total \$6,489,278.11, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$6,468,467.28. | Approve & Authorize Payment | CPR 2017-0002 |
| 4. City Council Meeting Minutes: June 29, 2017. | Approve All | CPR 2017-0013 |

5. Memorandums of Understanding for the operation of transportation network company services in the City of Spokane with: **Approve All**
- a. Lyft (San Francisco, CA)—\$25,000 revenue. **OPR 2017-0461**
- b. Rasier (the company that operates Uber) (Seattle, WA)—\$20,000 revenue. **OPR 2017-0462**
- (Deferred from the July 10, 2017, Agenda)
6. Setting Hearing before City Council on Validated Initiative No. 2016-6 petitions regarding prohibition of oil and coal shipment by rail, filed by Todd Eklof, sponsor, for July 24, 2017. **Set Hrg July 24, 2017** **LGL 2016-0036**

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 Briefing Center)

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

Plan Commission: Two Appointments

RECOMMENDATION

Confirm CPR 1981-0295

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 at the meeting.

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35517 amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

Library Fund

FROM: Unappropriated Reserves, \$169,600;

TO: Various Accounts, same amount.

(This action appropriates additional funding for various ongoing Library needs.)

(Deferred from the July 10, 2017, Agenda)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2017-0058 Approving indemnification of City employees Frank Straub, Kevin King, Robert Collins, Cory Lyons, and Scott Lesser in the Estate of Danny Cecil Jones, et al. v. City of Spokane, et al., USDC, Eastern District of Washington, Cause 2:16-cv-00325-JLQ and any judgment rendered against them in that lawsuit will be paid by the City of Spokane or its insurance carrier(s), with the possible exception of punitive damages.
- ORD C35506 Relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 of the Spokane Municipal Code. (Deferred from the June 12, 2017, Agenda)
- ORD C35519 Relating to climate change, global warming, and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.
- ORD C35520 Relating to the building code; amending SMC sections 17F.050.010, 17F.050.090 and 17F.050.200.

The following item (ORD C35521) has been deferred indefinitely during the City Councils' July 10, 2017, meeting:

- ~~ORD C35521 Amending Ordinance C-14765 vacating Rich Avenue, in the City of Spokane from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street.~~
- ORD C35522 Creating the West Plains/Airport Area Public Development Authority and approving its charter and bylaws.

NO FIRST READING ORDINANCES

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 at the meeting.

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

ADJOURNMENT

The July 17, 2017, Regular Legislative Session of the City Council is adjourned to July 24, 2017.

NOTES

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

07/17/2017

<u>Date Rec'd</u>	6/29/2017
<u>Clerk's File #</u>	OPR 2017-0480
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	4700 MULTI FAMILY HOUSING - 1310 WEST COLLEGE AVENUE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Caroline Yu for one multi-family building with 27 units located at 1310 West College Avenue, Parcel Number 35183.1916.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact**Budget Account**

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

Approvals**Council Notifications**

<u>Dept Head</u>	WEST, JACQUE	<u>Study Session</u>	
<u>Division Director</u>	BECKER, KRIS	<u>Other</u>	PED 6/5/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	abrast@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	sbishop@spokanecity.org	
<u>Additional Approvals</u>		mpiccolo@spokanecity.org	
<u>Purchasing</u>		jmallahan@spokanecity.org	
		htrautman@spokanecity.org	
		mhughes@spokanecity.org	

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / PED
June 5, 2017

Subject:

A Multi-Family Tax Exemption Conditional Contract for 27 units in one building at 1310 W College.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Caroline Yu for a project of 27 multi-family housing units at 1310 W College Ave. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Caroline Yu

MFTE target area: Downtown

Qualifying parcel: 35183.1916

Units: 27 units

Average Sq Ft: 1,000 sqft

STA Routes: 1/2 Block from Route 21 and Bus Stop

Affordable: Market Rate

Projected Foregone Tax Revenue over 8 Years: \$158,938

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

Tax Abatement Information:

Applicant's Appraisal Report uses a Market Value for the Land at \$659,000 and the Apartment Building at \$4,461,000

Cedar Street Apartments	Average Unit MV	MV Project	Spokane '16 TCA10-15 Rate	Property Increase in value	City Tax Forgone
Applicant's estimated post construction Market Value (MV)	\$ 165,222	\$ 4,461,000			
2017 City's tax rate of 4.30			0.0043		
1% increase in property value over 8 yrs.				369,624	
Estimate City of Spokane tax not collected over 8 yrs.					158,938

Cedar Street Apartments					Spokane '17 TCA10-15	Spokane property tax not collected
# of Yrs.	Taxable Value	Annual increase	increase in value			
1	4,461,000	1%	44,610		0.0043	19,182
2	4,505,610	1%	45,056		0.0043	19,374
3	4,550,666	1%	45,507		0.0043	19,568
4	4,596,173	1%	45,962		0.0043	19,764
5	4,642,134	1%	46,421		0.0043	19,961
6	4,688,556	1%	46,886		0.0043	20,161
7	4,735,441	1%	47,354		0.0043	20,362
8	4,782,796	1%	47,828		0.0043	20,566
9	-	1%	-		0.0043	-
10	-	1%	-		0.0043	-
11	-	1%	-		0.0043	-
12	-	1%	-		0.0043	-
				369,624		158,938

Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Yu & Chiang, LLC, as "Owner" whose business address is 718 West 18th Avenue, Spokane, WA 99203.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

JENKINS DP ADD W33FT LT 9 BLK 8 AND S1/2 VAC ALLEY N OF & ADJ TO, JENKINS D P ADD LT 8 BLK 8 AND S1/2 VAC ALLEY N OF & ADJ TO, JENKINS D P ADD E27FT OF LT 9 BLK 8 AND S1/2 VAC ALLEY N OF & ADJ TO, D. P. JENKINS ADD LTS 6-7 BLK 8 TOG W VAC ALLEY LYG N OF AND ADJ ALSO TOG W/ N1/2 VAC ALLEY LYG SLV & ADJ TO LTS 4 & 5 BLK 8

Assessor's Parcel Number(s) 35183.1908, .1906, .1907, & .1915, commonly known as 1310, 1318, & 1308 W College Avenue & 702 N Cedar Street.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; – NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or

demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 27 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 16th day of May, 2017

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Caroline Yu for Yu & Chiang, LLC

By: Caroline Yu

Its: member of Yu and Chiang LLC

Approved as to form:


Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 16th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of May, 2017.




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

My commission expires 05/28/2018

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2017.

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

My commission expires _____



Agenda Sheet for City Council Meeting of:

07/17/2017

<u>Date Rec'd</u>	6/20/2017
<u>Clerk's File #</u>	OPR 2017-0481
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	JUSTIN BINGHAM 509-835-5994
<u>Contact E-Mail</u>	JBINGHAM@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0500-2017 MENTAL HEALTH COURT INTERLOCAL

Agenda Wording

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

Summary (Background)

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

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 130,875.00	# 0500-19500-99999-31314
Revenue \$ 130,875.00	# 0700-19500-99999-31314
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WHALEY, HUNT	<u>Study Session</u>	7/10/17 Council Briefing
<u>Division Director</u>		<u>Other</u>	6/19/17 PSC Briefing
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	jbingham@spokanecity.org; korlob@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	epbrown@spokanecity.org	
<u>Additional Approvals</u>		szambelan@spokanecity.org	
<u>Purchasing</u>		gvasquez@spokanecounty.org	
		kknox@spokanecity.org	
		tkrzynski@spokanecounty.org	
		lhaskell@spokanecounty.org; jfaught@spokanecity.org	

BRIEFING PAPER
City of Spokane
City Legal-City Prosecutor's Office
2017 Mental Health Court Interlocal
June 19, 2017 1:30PM-PSC

Subject

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

Background

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

Impact

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

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

Action

Recommendation of the Public Safety Committee for City Council approval of the 2017 Spokane Mental Health Court Interlocal Agreement (January 1, 2017 – December 31, 2017).

Funding

City funds for this interlocal agreement are available in the City's 2017 annual budget.

NO. 17 - 0 5 4 7

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2017)
MENTAL HEALTH COURT INTERLOCAL)
AGREEMENT AMONG SPOKANE)
COUNTY, CITY OF SPOKANE, SPOKANE)
COUNTY PROSECUTING ATTORNEY)
AND SPOKANE COUNTY PUBLIC)
DEFENDER)

RESOLUTION

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

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

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

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

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

WHEREAS, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of

new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

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

WHEREAS, the COUNTY is desirous of making 2017 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with a 2017 expanded Mental Health Court; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and RCW 82.14.460, that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "*Mental Health Court Interlocal Agreement (January 1, 2017-December 31, 2017)*" pursuant to which Spokane County will make 2076 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2017 expanded Mental Health Court.

PASSED AND ADOPTED this 13th day of June, 2017.



ATTEST:
Clerk of the Board

Ginna Vasquez
Ginna Vasquez

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Al French
AL FRENCH, Chair

Josh Kerns
JOSH KERNS, Vice-Chair

Shelly O'Quinn
SHELLY O'QUINN, Commissioner

MENTAL HEALTH COURT INTERLOCAL AGREEMENT

(January 1, 2017 - December 31, 2017)

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

WITNESSETH:

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

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

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

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

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

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

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

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

WHEREAS, the COUNTY is desirous of making 2017 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2017 expanded Mental Health Court; and

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

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

SECTION NO. 1: PURPOSE.

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

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2017, and continue until December 31, 2017.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the

event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2017, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

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

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

SECTION NO. 3: RESPONSIBILITIES OF PARTIES

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

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

- 1) City Presiding Judge:
 - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,

- Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
 - Executing the order of transfer from the Municipal Court to the Mental Health Court.
- 2) City Prosecutor:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
 - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
 - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
 - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

B. CITY:

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

C. PROSECUTOR:

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

D. PUBLIC DEFENDER:

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

E. COUNTY:

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

F. LIMITED RESOURCES / COOPERATION:

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.

- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

SECTION NO. 4: COMPENSATION

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment “A”.

The CITY shall send all requests for reimbursement for the City as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8th Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

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

SECTION NO. 5: AGREEMENT TO BE FILED

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

SECTION NO. 6: MAINTENANCE OF RECORDS

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

SECTION NO. 7: ADMINISTRATION

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

SECTION NO. 8: PROPERTY UPON TERMINATION

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

SECTION NO. 9: LIABILITY

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

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

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

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

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

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

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

SECTION NO. 10: NOTICES

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

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

Copy: County Regional Support Network
312 W. 8th Avenue
Spokane, Washington 99204

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

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

City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

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

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

SECTION NO. 11: INSURANCE

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

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It

shall include contractual liability coverage for the indemnity provided under this Agreement;

- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

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

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

SECTION NO. 12: NON-WAIVER

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

SECTION NO. 13: HEADINGS

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

SECTION NO. 14: ENTIRE AGREEMENT

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

SECTION NO. 15: MODIFICATION

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

SECTION NO. 16: ASSIGNMENT

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

SECTION NO. 17: SEVERABILITY

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

SECTION NO. 18: COMPLIANCE WITH LAWS

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

SECTION NO. 19: NONDISCRIMINATION

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

SECTION NO. 20: VENUE STIPULATION

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

SECTION NO. 21: COUNTERPARTS

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

SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES

A. Purpose. See Section No. 1 above.

B. Duration. See Section No. 2 above.

- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

DATED: _____

AL FRENCH, Chair

ATTEST:

JOSH KERNS, Vice Chair

Ginna Vasquez
Clerk of the Board

SHELLY O'QUINN, Commissioner

DATED: _____

CITY OF SPOKANE:

Attest:

By: _____
Mayor

City Clerk

Approved as to form:

Assistant City Attorney

DATED: _____

SPOKANE COUNTY PROSECUTING
ATTORNEY

By: _____

Its: _____
(Title)

DATED: _____

SPOKANE COUNTY PUBLIC DEFENDER

By: _____

Its: _____
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

Michelle D. Szambelan, Presiding Judge

CITY PUBLIC DEFENDER

Katherine Knox

CITY PROSECUTOR

Justin Bingham

2017
ATTACHMENT "A"

PARTY	COUNTY FUNDING FROM MENTAL HEALTH TAX	FUNDING TO BE USED FOR
CITY	\$261,750	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$163,000	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$246,400	County Public Defender/Support Staff/M&O



BUDGET OFFICE • BOB WRIGLEY, CHIEF BUDGET OFFICER

Date: September 28, 2016

Subject: 2017 Mental Health Sales Tax Budget

The following is the 2017 Mental Health Sales Tax budget:

Revenue	\$9,500,000
Expenditures:	
City of Spokane	\$ 261,750
50	
District Court Mental Health Therapeutic Court	\$ 575,000
Superior Court-Adult Felony Therapeutic Courts	\$ 676,000
County Public Defender and Prosecutor Support Of District and Superior Therapeutic Courts:	
County Public Defender	\$ 246,400
County Prosecutor	\$ 163,000
Detention Services Mental Health & Substance Abuse Services	\$ 299,440
SC Behavioral Health Organization	\$7,278,410

The budget anticipates an increase in sales tax revenues in 2017 over the 2016 budgeted amount. If revenues come in less than projected, there may have to be reductions in the levels of funding provided.

The emphasis is still on providing services to clients and not over committing resources. The Public Defender and Prosecutor amounts for the support of both the District and Superior Therapeutic Courts have been combined. This will give department management greater flexibility in the use of these dollars for the support of these courts.

Each entity is responsible for insuring money allocated to them is spent in support of allowable activities.

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

07/17/2017

<u>Date Rec'd</u>	7/13/2017
<u>Clerk's File #</u>	CPR 2017-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	ACCOUNTING
Contact Name/Phone	LEONARD 625-6028
Contact E-Mail	LDAVIS@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-CLAIMS-2017

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 7/7/17.
Total:\$ 6,489,278.11 with Parks & Library claims being approved by their respective boards. Claims excluding
Parks & Library Total:\$ 6,468,467.28

Summary (Background)

Pages 1-48 Check numbers: 538880 - 538976 ACH payment numbers: 39468 - 39644 On file for review in City
Clerks Office: 48 Page listing of Claims NOTE:

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 6,468,467.28	# Various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 27

APPROVAL FUND SUMMARY

DATE: 07/10/17
TIME: 09:07
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	17,979.15-
1100	STREET FUND	173,287.05
1200	CODE ENFORCEMENT FUND	5,084.02
1300	LIBRARY FUND	27,578.46
1380	TRAFFIC CALMING MEASURES	7,580.75
1400	PARKS AND RECREATION FUND	80,347.46
1450	UNDER FREEWAY PARKING FUND	202.84
1460	PARKING METER REVENUE FUND	4,207.21
1510	SPOKANE RGL EMERG COM SYS	354.39
1540	HUMAN SERVICES GRANTS FUND	35.03
1560	FORFEITURES & CONTRIBUTION FND	4,008.86-
1620	PUBLIC SAFETY & JUDICIAL GRANT	2,210.46
1630	COMBINED COMMUNICATIONS CENTER	21,517.44
1640	COMMUNICATIONS BLDG M&O FUND	901.54
1680	CD/HS OPERATIONS	6,908.88
1695	CDBG REVOLVING LOAN FUND	62,577.08
1710	HOME PROGRAM	0.00
1940	CHANNEL FIVE EQUIPMENT RESERVE	8,179.47
1950	PARK CUMULATIVE RESERVE FUND	63,683.30
1970	FIRE/EMS FUND	157,382.55
3200	ARTERIAL STREET FUND	554,477.75
3499	CAPITAL IMPROVEMENTS 1999	14,964.57
4100	WATER DIVISION	176,764.23
4250	INTEGRATED CAPITAL MANAGEMENT	5,765.86
4300	SEWER FUND	303,140.46
4340	WATER/WW REVENUE BOND FUND	1,379.44
4480	SOLID WASTE FUND	65,322.53
4490	SOLID WASTE DISPOSAL	746,005.68
4600	GOLF FUND	23,821.24
4700	DEVELOPMENT SVCS CENTER	13,464.47
5100	FLEET SERVICES FUND	206,917.90
5200	PUBLIC WORKS AND UTILITIES	8,027.67
5300	IT FUND	43,685.68
5310	IT CAPITAL REPLACEMENT FUND	3,716.74
5400	REPROGRAPHICS FUND	2,369.22
5600	ACCOUNTING SERVICES	10,126.81
5700	MY SPOKANE	3,480.21
5800	RISK MANAGEMENT FUND	185.16
5810	WORKERS' COMPENSATION FUND	74,727.11
5820	UNEMPLOYMENT COMPENSATION FUND	524.00
5830	EMPLOYEES BENEFITS FUND	450,251.55
5900	ASSET MANAGEMENT FUND OPS	10,861.25
5901	ASSET MANAGEMENT FUND CAPITAL	710,585.64
6060	EMPLOYEES' RETIREMENT FUND	617,384.52
6070	FIREFIGHTERS' PENSION FUND	17,878.48
6080	POLICE PENSION FUND	12,022.63
6730	PARKING & BUSINESS IMPROV DIST	88,575.00
6750	SPOKANE REGIONAL TRANS COUNCIL	2.81
6960	SALARY CLEARING FUND NEW	1,701,988.75
TOTAL:		6,468,467.28

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 27

DATE: 07/10/17
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

ANDREW M BRAJCICH 921 W 18TH AVE	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00538956	51.79
EASTERN WASHINGTON UNIVERSITY	CONTRACTUAL SERVICES ACH PMT NO. - 80039577	1,779.80
SPOKANE COUNTY FIRE DIST 10	EXTERNAL TAXES/OPER ASSESSMT ACH PMT NO. - 80039622	51,803.10
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80039625	10,408.17
US BANK	OTHER MISC CHARGES ACH PMT NO. - 80039483	100.00

TOTAL FOR 0020 - NONDEPARTMENTAL	64,142.86
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0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	150.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	79.31
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	20.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	522.40
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	2.79

TOTAL FOR 0030 - POLICE OMBUDSMAN	774.50
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0100 - GENERAL FUND

APPLIED CONCEPTS INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80039492	2,800.00
MOUNTAIN HOMESTEAD INC 13919 S STENTZ ROAD	PERMIT REFUNDS PAYABLE CHECK NO. - 00538906	229.57
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80039623	1,186.00
US BANK	PCARD ADVANCE PYMT REC ACH PMT NO. - 80039483	437,140.80-
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80039637	6,875.35

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0100 - GENERAL FUND	426,049.88-
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0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	625.00
US BANK	ADVERTISING ACH PMT NO. - 80039483	350.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80039483	485.59
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	145.24
US BANK	PROFESSIONAL SERVICES ACH PMT NO. - 80039483	291.44
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	525.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	1,943.60
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	3.94

TOTAL FOR 0230 - CIVIL SERVICE 4,369.81

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	215.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	217.38
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	1,078.33

TOTAL FOR 0260 - CITY CLERK 1,510.71

0300 - HUMAN SERVICES

INLAND NW AGC APPRENTICESHIP TRAINING TRUST	CONTRACTUAL SERVICES ACH PMT NO. - 80039469	12,541.35
THE SALVATION ARMY	OTHER MISC CHARGES ACH PMT NO. - 80039480	2,367.19
US BANK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80039483	326.27

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0300 - HUMAN SERVICES 15,234.81

0320 - COUNCIL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	550.00
LANDLORD ASSOC OF THE INLAND NORTHWEST	MISC SERVICES/CHARGES ACH PMT NO. - 80039551	500.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	518.22
US BANK	OTHER MISC CHARGES ACH PMT NO. - 80039483	174.06
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	2,360.73
TOTAL FOR 0320 - COUNCIL		4,103.01

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	480.00
US BANK	ADVERTISING ACH PMT NO. - 80039483	79.36
US BANK	CONTRACTUAL SERVICES ACH PMT NO. - 80039483	1,021.61
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80039483	60.48
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	73.39
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	18.48
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	1,661.31
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80039636	97.70
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	3.31
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	1.14
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		3,496.78

HONORABLE MAYOR
AND COUNCIL MEMBERS

07/10/17
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0370 - ENGINEERING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	3,345.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	2,380.05
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	3,710.60

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	13,324.17
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	4.88
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	47.35

TOTAL FOR 0370 - ENGINEERING SERVICES	22,812.05
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0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	690.00
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80039483	32.99
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	149.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	2,651.62

TOTAL FOR 0410 - FINANCE	3,523.61
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0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	150.00
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	809.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	742.46

TOTAL FOR 0430 - GRANTS MANAGEMENT	1,701.46
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0450 - COMM & NEIGHBHD SVCS DIVISION

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	150.00
INLAND NORTHWEST MED-TECH ABATEMENT SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80039510	1,547.82
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	350.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	748.99

TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION	2,796.81
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0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	318.02
TOTAL FOR 0470 - HISTORIC PRESERVATION		393.02

0500 - LEGAL

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80039545	463.58
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	1,725.00
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	825.79
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	1,160.47
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80039483	35.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	8,734.05
TOTAL FOR 0500 - LEGAL		12,943.89

0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	240.00
US BANK	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80039483	614.16

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	279.83
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80039483	462.61
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	147.32
US BANK	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80039483	210.75
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80039483	35.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	1,746.26
VERIZON WIRELESS BELLEVUE	CELL PHONE	

ACH PMT NO. - 80039636

338.29

TOTAL FOR 0520 - MAYOR

4,074.22

0550 - NEIGHBORHOOD SERVICES

ALICIA D AYARS	OTHER MISC CHARGES	
	ACH PMT NO. - 80039643	15.78
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	210.00
NORTH INDIAN TRAIL	OTHER MISC CHARGES	
NEIGHBORHOOD	CHECK NO. - 00538909	265.70
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	48.27
US BANK	OTHER MISC CHARGES	
	ACH PMT NO. - 80039483	75.27
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	934.79
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	3.65
WA STATE DEPT OF REVENUE	OTHER MISC CHARGES	
	-	6.62

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

1,560.08

0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	1,466.00

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNIVERSAL PROTECTION SERVICE	ALARM/SECURITY SERVICES	
DBA ALLIED UNIVERSAL SECURITY	ACH PMT NO. - 80039633	343.44
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	69.48
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	258.14
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	7,624.31
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	6.11
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	0.94

TOTAL FOR 0560 - MUNICIPAL COURT

9,768.42

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	135.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	477.77
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		612.77

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	358.76
US BANK	CAMERAS AND PROJECTION EQUIPMT	
	ACH PMT NO. - 80039483	299.95
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	811.80
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	150.67
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	1,663.46
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80039636	67.69
WA STATE DEPT OF REVENUE	CAMERAS AND PROJECTION EQUIPMT	
	-	26.39
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	52.71

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	12.89
TOTAL FOR 0620 - HUMAN RESOURCES		3,444.32

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	965.00
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80039483	405.45
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	2,269.62
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80039483	1,448.25
US BANK	PROMOTIONAL SUPPLIES	
	ACH PMT NO. - 80039483	106.26
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80039483	2,560.00

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	3,378.37
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	190.36
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES -	9.35

TOTAL FOR 0650 - PLANNING SERVICES	-----	11,332.66
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0680 - POLICE

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80039490	2,891.36
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00538894	52.09
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80039497	730.31
DAVID ADAMS	TUITION REIMBURSEMENT ACH PMT NO. - 80039491	1,590.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80039501	212.16
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80039475	4.81

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	CLOTHING ACH PMT NO. - 80039504	5,584.72
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80039505	12.25
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80039506	60.09
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	69,415.90
LAURI LUCAS	CONTRACTUAL SERVICES ACH PMT NO. - 80039515	3,064.55
MICHAEL J CARR	TUITION REIMBURSEMENT ACH PMT NO. - 80039644	1,185.00
PROVIDENCE HEALTH & SERVICES PO BOX 4669	MEDICAL SERVICES CHECK NO. - 00538908	300.00
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80039525	60,620.34
SPOKANE COUNTY TREASURER	OPERATING RENTALS/LEASES ACH PMT NO. - 80039527	29.43
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80039527	717.16
SPOKANE POLICE DEPARTMENT	NON-TRAVEL MEALS/LGHT RFRSHMT	

IMPREST FUND	CHECK NO. - 00538914	24.09
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00538914	21.14
SPOKANE POLICE DEPARTMENT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00538914	7.50
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00538916	20.36
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00538917	16.36
US BANK	BACKGROUND CHECKS ACH PMT NO. - 80039483	324.10
US BANK	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	196.24
US BANK	CLOTHING ACH PMT NO. - 80039483	2,141.42
US BANK	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80039483	2,805.97
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	1,850.71

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	MINOR EQUIPMENT ACH PMT NO. - 80039483	1,253.34
US BANK	MISC SERVICES/CHARGES ACH PMT NO. - 80039483	51.50
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80039483	610.89
US BANK	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80039483	1,109.68
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	643.12
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	9,356.74
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80039483	646.89
US BANK	PERMITS/OTHER FEES ACH PMT NO. - 80039483	102.50
US BANK	POSTAGE ACH PMT NO. - 80039483	41.49
US BANK	PROFESSIONAL SERVICES ACH PMT NO. - 80039483	385.00
US BANK	PUBLICATIONS ACH PMT NO. - 80039483	46.09
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	8,879.00

US BANK	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80039483	300.97
US BANK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80039483	323.58
US BANK	TVS/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80039483	249.13
US BANK	VETERINARY SERVICES ACH PMT NO. - 80039483	1,416.94
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	37,716.06
WA STATE DEPT OF REVENUE	CLOTHING -	56.32
WA STATE DEPT OF REVENUE	COMPUTERS & PERIPHERAL EQUIP -	33.66
WA STATE DEPT OF REVENUE	OFFICE FURNITURE (NON CAPITAL) -	87.12

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	2.44
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	339.63
WA STATE DEPT OF REVENUE	PUBLICATIONS -	4.06
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80039535	425.35
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00538974	625.00
WILLIAM MARSHALL DBA MARSHALL CUSTOM LEATHER	MINOR EQUIPMENT ACH PMT NO. - 80039516	217.60

TOTAL FOR 0680 - POLICE

218,802.16

0690 - PROBATION SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80039544	160.65
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	750.00
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	395.00
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	3,540.31
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	2,516.43

TOTAL FOR 0690 - PROBATION SERVICES

7,362.39

0700 - PUBLIC DEFENDER

A-1 SERVICE	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00538939	660.00
DAVID M MILLER MILLER & PROTHERO-ATTORNEYS	PROFESSIONAL SERVICES ACH PMT NO. - 80039601	312.75
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80039502	6.78
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	1,425.00
LARRY TANGEN	LEGAL SERVICES ACH PMT NO. - 80039629	1,007.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TED PULVER DBA PULVER INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80039613	1,170.00
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	846.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	6,063.38
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	1.82

TOTAL FOR 0700 - PUBLIC DEFENDER

11,493.55

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	75.00
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	1,180.64
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	521.19
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80039636	40.01

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT

1,816.84

1100 - STREET FUND

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80039490	980.19
ALAN BELCHER	PERMITS/OTHER FEES CHECK NO. - 00538893	102.00
ALPINE PRODUCTS INC	OTHER REPAIRS/MAINT SUPPLIES	

	ACH PMT NO. - 80039470	23,936.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	4,566.00
METROPOLITAN TRANSPORTATION COMMISSION	SOFTWARE MAINTENANCE CHECK NO. - 00538910	3,500.00
MITCHEL M PORTER	PERMITS/OTHER FEES CHECK NO. - 00538912	40.00
OXARC INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039479	878.18
ROBERT B TURNER	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80039533	469.41

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039526	10,529.35
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80039483	1,391.69
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	243.53
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	3,894.40
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80039483	170.00
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039483	4,306.51
US BANK	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80039483	1,173.58
US BANK	POSTAGE ACH PMT NO. - 80039483	66.56
US BANK	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80039483	325.31
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	810.50
US BANK	SMALL TOOLS ACH PMT NO. - 80039483	3,583.81
US BANK	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80039483	27.60
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	19,839.84
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	6,134.48
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	53.68
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	308.00

WESTERN PACIFIC SIGNAL LLC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80039536	83,443.15
WHITE BLOCK COMPANY INC	OTHER REPAIRS/MAINT SUPPLIES	
	CHECK NO. - 00538885	2,513.28
TOTAL FOR 1100 - STREET FUND		173,287.05

1200 - CODE ENFORCEMENT FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CARRIE L PAETSCH	CONTRACTUAL SERVICES	
DBA NORTH COUNTRY SERVICES	ACH PMT NO. - 80039520	178.34
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	560.00
SPOKANE COUNTY TREASURER	OPERATING SUPPLIES	
	ACH PMT NO. - 80039527	800.00
US BANK	ADVERTISING	
	ACH PMT NO. - 80039483	206.10
US BANK	CLOTHING	
	ACH PMT NO. - 80039483	130.53
US BANK	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80039483	101.59
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80039483	5.99
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	59.79
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80039483	429.95
US BANK	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80039483	304.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	2,307.73
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		5,084.02

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	2,485.00
US BANK	ADVERTISING	
	ACH PMT NO. - 80039483	229.00
US BANK	COMPUTERS & PERIPHERAL EQUIP	
	ACH PMT NO. - 80039483	2,256.73
US BANK	ITEMS PURCHASED FOR INVENTORY	
	ACH PMT NO. - 80039483	735.72-

US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	5,560.89
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80039483	154.50
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039483	2,039.73

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	PROMOTIONAL SUPPLIES ACH PMT NO. - 80039483	1,060.56
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	684.95
US BANK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80039483	69.43
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	13,418.35
WA STATE DEPT OF REVENUE	COMPUTERS & PERIPHERAL EQUIP -	171.78
WA STATE DEPT OF REVENUE	ITEMS PURCHASED FOR INVENTORY -	29.74
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	111.16
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	42.36

TOTAL FOR 1300 - LIBRARY FUND

27,578.46

1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80039494	19.15
INTERMOUNTAIN TRAFFICE LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80039512	7,561.60

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES

7,580.75

1400 - PARKS AND RECREATION FUND

COMCAST	IT/DATA SERVICES CHECK NO. - 00538922	915.51
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80039475	8.13
GRIFFIN PUBLISHING INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80039550	832.32
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	3,287.80
US BANK	ADVERTISING	

	ACH PMT NO. - 80039483	822.50
US BANK	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039483	2,490.37
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK	CLOTHING	
	ACH PMT NO. - 80039483	324.02
US BANK	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80039483	1,644.54
US BANK	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039483	5,148.88
US BANK	GENERAL REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039483	3,148.07
US BANK	INVENTORY HELD FOR RESALE	
	ACH PMT NO. - 80039483	595.26
US BANK	ITEMS PURCHASED FOR INVENTORY	
	ACH PMT NO. - 80039483	806.75
US BANK	LOCAL MILEAGE	
	ACH PMT NO. - 80039483	1.20
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	407.51
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80039483	53.49
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	526.31
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80039483	13,947.36
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80039483	272.00
US BANK	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80039483	421.02
US BANK	OTHER MISC CHARGES	
	ACH PMT NO. - 80039483	32.64
US BANK	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039483	357.06
US BANK	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039483	466.23
US BANK	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80039483	41.23
US BANK	PERMITS/OTHER FEES	
	ACH PMT NO. - 80039483	350.00
US BANK	POSTAGE	
	ACH PMT NO. - 80039483	231.74
US BANK	POWER TOOLS/EQUIPMENT	
	ACH PMT NO. - 80039483	1,445.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	RECREATIONAL SUPPLIES ACH PMT NO. - 80039483	1,696.59
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	717.00
US BANK	REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	8,105.10
US BANK	SMALL TOOLS ACH PMT NO. - 80039483	1,629.31
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	29,270.19
WA STATE DEPT OF REVENUE	BUILDING REPAIRS/MAINTENANCE -	66.58
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	80.42
WA STATE DEPT OF REVENUE	GENERAL REPAIRS/MAINT SUPPLIES -	41.32
WA STATE DEPT OF REVENUE	INVENTORY HELD FOR RESALE -	8.82
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	73.87
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	33.08
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	21.99
WA STATE DEPT OF REVENUE	SMALL TOOLS -	25.30
TOTAL FOR 1400 - PARKS AND RECREATION FUND		80,347.46
1450 - UNDER FREEWAY PARKING FUND		
US BANK	CONTRACTUAL SERVICES ACH PMT NO. - 80039483	202.84
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		202.84
1460 - PARKING METER REVENUE FUND		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	662.96
US BANK	CLOTHING ACH PMT NO. - 80039483	437.20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	121.49
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	139.57
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80039483	17.00
US BANK	PRINTING/BINDING/REPRO ACH PMT NO. - 80039483	73.57
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	2,755.42

TOTAL FOR 1460 - PARKING METER REVENUE FUND 4,207.21

1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	279.39

TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS 354.39

1540 - HUMAN SERVICES GRANTS FUND

US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	35.03
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80039637	6,875.35
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80039637	6,875.35-

TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND 35.03

1560 - FORFEITURES & CONTRIBUTION FND

US BANK	OTHER GENERAL MISC REVENUE ACH PMT NO. - 80039483	4,008.86-
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TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND 4,008.86-

1620 - PUBLIC SAFETY & JUDICIAL GRANT

APPLIED CONCEPTS INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80039492	2,800.00-
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

APPLIED CONCEPTS INC	WEAPONS/FIREARMS/SIGNALGUNS
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	ACH PMT NO. - 80039492	2,800.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	865.13
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80039483	133.82
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	990.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	221.51
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		2,210.46
1630 - COMBINED COMMUNICATIONS CENTER		
DELL MARKETING LP %DELL USA LP	CAPITALIZED SOFTWARE ACH PMT NO. - 80039498	8,625.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	1,279.30
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538950	1,198.28
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80039527	3,329.97
STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80039530	1,800.00
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	770.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	4,514.89
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		21,517.44
1640 - COMMUNICATIONS BLDG M&O FUND		
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	402.03
US BANK	SNOW REMOVAL SERVICES ACH PMT NO. - 80039483	499.51
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		901.54
1680 - CD/HS OPERATIONS		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	660.00
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	2,672.24

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	3,576.64

TOTAL FOR 1680 - CD/HS OPERATIONS	6,908.88
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1695 - CDBG REVOLVING LOAN FUND

EMIR ZUKIC DBA	CONTRACTUAL SERVICES	
ZUKIC CONSTRUCTION	ACH PMT NO. - 80039487	62,499.20
SPOKANE CITY TREASURER	STORMWATER FEES	
	CHECK NO. - 00538883	77.88

TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND	62,577.08
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1710 - HOME PROGRAM

SPOKANE HOUSING AUTHORITY	CONTRACTUAL SERVICES	
DBA NE WASHINGTON HOUSING	ACH PMT NO. - 80039623	1,186.00
SPOKANE HOUSING AUTHORITY	GRANT CASH PASS THRU ACCOUNT	
DBA NE WASHINGTON HOUSING	ACH PMT NO. - 80039623	1,186.00-

TOTAL FOR 1710 - HOME PROGRAM	0.00
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1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	7,201.36
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80039483	95.52
US BANK	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80039483	474.50
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	399.68
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	8.41

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	8,179.47
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1950 - PARK CUMULATIVE RESERVE FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COLUMBIA FORD INC	VEHICLES	
	ACH PMT NO. - 80039569	23,564.26
CORWIN OF PASCO LLC DBA	VEHICLES	
CORWIN FORD TRI CITIES	ACH PMT NO. - 80039571	39,961.54
US BANK	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80039483	157.50

TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND

63,683.30

1970 - FIRE/EMS FUND

DIGITAL COMBUSTION INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80039499	1,450.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80039475	16.50
GALLS LLC	CLOTHING ACH PMT NO. - 80039584	491.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	11,390.37
INCIDENT RESPONSE TECHNOLOGIES INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80039590	2,361.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538950	36,835.22
L N CURTIS & SONS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80039596	264.47
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80039596	4,675.06
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	CLOTHING ACH PMT NO. - 80039517	17,161.05
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80039606	1,550.00
SCOTT A BUTLER	TUITION REIMBURSEMENT ACH PMT NO. - 80039539	783.00
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80039528	14,280.72
TABLEAU SOFTWARE INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80039627	435.20
TABLEAU SOFTWARE INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80039627	1,088.00
THE MEN'S WEARHOUSE INC	CLOTHING ALTERATIONS & REPAIRS CHECK NO. - 00538957	359.04

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	ADVERTISING ACH PMT NO. - 80039483	209.00
US BANK	CLOTHING ACH PMT NO. - 80039483	1,789.61
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	202.11
US BANK	MEDICAL SERVICES ACH PMT NO. - 80039483	400.00
US BANK	MINOR EQUIPMENT	

	ACH PMT NO. - 80039483	1,051.97
US BANK	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80039483	221.18
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80039483	530.44
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	1,556.65
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80039483	7,304.90
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80039483	155.00
US BANK	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80039483	1,257.69
US BANK	POSTAGE	
	ACH PMT NO. - 80039483	210.15
US BANK	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80039483	28.75
US BANK	PUBLICATIONS	
	ACH PMT NO. - 80039483	1,685.99
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80039483	7,570.06
US BANK	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80039483	2,690.74
US BANK	SAFETY SUPPLIES	
	ACH PMT NO. - 80039483	624.38
US BANK	SMALL TOOLS	
	ACH PMT NO. - 80039483	137.05
US BANK	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80039483	6,786.53
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	22,275.37

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	65.56
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	13.99
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	3.43
WA STATE DEPT OF REVENUE	PUBLICATIONS	
	-	31.23
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES	
	-	54.95
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE	
	-	207.77

WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED)	127.60
	-	
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY	19.70
	-	
WILDROSE LTD dba	CLOTHING	
WILDROSE GRAPHICS	ACH PMT NO. - 80039537	7,029.29

TOTAL FOR 1970 - FIRE/EMS FUND	-----	157,382.55
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3200 - ARTERIAL STREET FUND

BACON CONCRETE INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80039562	106,378.91
CPM DEVELOPMENT CORP DBA	OTHER REPAIRS/MAINT SUPPLIES	
INLAND ASPHALT COMPANY	ACH PMT NO. - 80039509	202,309.65
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80039508	15,721.11
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80039513	66,625.79
SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039526	10,755.01
T LARIVIERE EQUIPMENT &	CONSTRUCTION OF FIXED ASSETS	
EXCAVATION INC	CHECK NO. - 00538965	52,600.00
US BANK	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80039483	189.87
VALMONT INDUSTRIES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80039484	99,881.66
WA STATE DEPT OF REVENUE	CONSTRUCTION OF FIXED ASSETS	
	-	15.75

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3200 - ARTERIAL STREET FUND	-----	554,477.75
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3499 - CAPITAL IMPROVEMENTS 1999

POWER CITY ELECTRIC INC	OTHER IMPROVEMENTS	
	ACH PMT NO. - 80039523	14,964.57

TOTAL FOR 3499 - CAPITAL IMPROVEMENTS 1999	-----	14,964.57
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4100 - WATER DIVISION

ANATEK LABS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80039471	395.00
AT ENTERPRISES	REFUNDS	
106 BLACK PLAINS DR	CHECK NO. - 00538901	72.69

AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO. - 80039494	38.30
CHARLES E DEILKE	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00538895	157.50
CHRISTY OPPELT 1511 E OLYMPIC AVE	REFUNDS CHECK NO. - 00538902	36.26
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80039473	1,740.15
DELL MARKETING LP %DELL USA LP	COMPUTERS & PERIPHERAL EQUIP ACH PMT NO. - 80039545	198.00
H D SUPPLY WATERWORKS LTD	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80039507	73,364.94
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80039476	848.52
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	7,281.00
MARILYN HOAG 12810 NE 135TH ST	REFUNDS CHECK NO. - 00538953	134.61
MELCHER CONSTRUCTION LLC 2610 N PARK RD	REFUNDS CHECK NO. - 00538954	500.00
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80039519	29.05
OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80039478	8,711.62
ORLANDO & LINDA FERRARO 6663 HERON WAY	REFUNDS CHECK NO. - 00538907	235.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80039609	2,280.24
PLEASE PRINTING INC /DIV OF KPC ENTERPRISES INC	PRINTING/BINDING/REPRO CHECK NO. - 00538924	994.16
QLT CONSUMER LEASE SERVICES INC	TELEPHONE CHECK NO. - 00538913	14.92
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80039524	297.68
REVIVAL PROPERTIES JAMES MADSEN	REFUNDS CHECK NO. - 00538955	82.94
US BANK	COMPL MAINTENANCE EXPENSE WO ACH PMT NO. - 80039483	65.04
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	1,915.13
US BANK	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80039483	1,496.76
US BANK	MACHINERY/EQUIPMENT	

	ACH PMT NO. - 80039483	7,614.12
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	4,431.73
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	1,930.13
US BANK	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80039483	213.52
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80039483	961.32
US BANK	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80039483	4.75
US BANK	POWER TOOLS/EQUIPMENT	
	ACH PMT NO. - 80039483	882.00
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80039483	1,866.00
US BANK	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80039483	26,861.91
US BANK	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039483	190.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	30,005.41
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	44.33

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	90.28
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	4.12
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	11.07
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	
	-	123.33
WATER DEPARTMENT IMPREST FUND	OFFICE SUPPLIES CHECK NO. - 00538884	50.22
WATER DEPARTMENT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00538884	6.50
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00538884	582.50

TOTAL FOR 4100 - WATER DIVISION

176,764.23

4250 - INTEGRATED CAPITAL MANAGEMENT

ABADAN REPROGRAPHICS	CONSTRUCTION OF FIXED ASSETS	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00538892	95.72

CHRISTY OPPELT 1511 E OLYMPIC AVE	REFUNDS CHECK NO. - 00538902	55.78
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	700.00
MURRAYSMITH INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80039518	208.50
ORLANDO & LINDA FERRARO 6663 HERON WAY	REFUNDS CHECK NO. - 00538907	3.72
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	1,732.90
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	204.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	2,765.24

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	5,765.86
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4300 - SEWER FUND

CHRISTY OPPELT 1511 E OLYMPIC AVE	REFUNDS CHECK NO. - 00538902	67.78
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ORLANDO & LINDA FERRARO 6663 HERON WAY	REFUNDS CHECK NO. - 00538907	4.52
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TOTAL FOR 4300 - SEWER FUND	-----	72.30
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4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80039472	120.59
HERRES BACKFLOW & CONSTRUCTION LLC	OTHER REPAIRS/MAINTENANCE CHECK NO. - 00538897	90.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	3,750.00
KELLER SUPPLY COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00538882	6,093.47
STANLEY CONVERGENT SECURITY SOLUTIONS INC	FACILITY REPAIRS ACH PMT NO. - 80039482	262.20
STELLAR INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES CHECK NO. - 00538964	1,741.75
T-MOBILE	CELL PHONE CHECK NO. - 00538926	447.77
US BANK	CELL PHONE ACH PMT NO. - 80039483	59.04

US BANK	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80039483	786.20
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	74.93
US BANK	IT REPLACEMENT ACH PMT NO. - 80039483	106.51
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80039483	5,262.24
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	1,137.20
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	893.94
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039483	9,117.02
US BANK	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	2,247.60
US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80039483	62.25

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	PERMITS/OTHER FEES ACH PMT NO. - 80039483	70.00
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	16.00
US BANK	SAFETY SUPPLIES ACH PMT NO. - 80039483	1,298.06
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	11,932.71
WA STATE DEPT OF REVENUE	CELL PHONE -	2.32
WA STATE DEPT OF REVENUE	IT REPLACEMENT -	9.38
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	346.71
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	108.82
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039486	6,273.13

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION ----- 52,309.84

4320 - RIVERSIDE PARK RECLAMATION FAC

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80039568	4,807.14
COLUMBIA ELECTRIC SUPPLY/DIV	EQUIPMENT REPAIRS/MAINTENANCE	

CONSOLIDATED ELECTRICAL	ACH PMT NO. - 80039496	4,839.42
DELL MARKETING LP	DATA PROCESS EQUIP	
%DELL USA LP	ACH PMT NO. - 80039545	2,138.54
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80039475	9.25
FISHER SCIENTIFIC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80039582	565.77
HACH COMPANY	CHEMICAL/LAB SUPPLIES	
AMERICAN SIGMA	ACH PMT NO. - 80039588	2,775.14
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	5,850.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80039591	33,297.69
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80039511	105.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80039594	37,330.51
KING SOFT WATER COMPANY	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00538898	1,457.92
NALCO CO	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80039602	16,808.26
OLIN CORPORATION	CHEMICAL/LAB SUPPLIES	
CHLOR ALKALI	ACH PMT NO. - 80039607	4,961.81
PACIFIC RIM LABORATORIES INC	PROFESSIONAL SERVICES	
	CHECK NO. - 00538911	11,375.00
POLYDYNE INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80039611	39,251.50
SPOKANE INT'L AIRPORT	PERMITS/OTHER FEES	
	ACH PMT NO. - 80039529	150.00
SPOKANE RIVER FORUM	CONTRACTUAL SERVICES	
	CHECK NO. - 00538915	2,500.00
STRUCTURED COMMUNICATION SYSTEMS INC	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039558	2,789.79
SVL ANALYTICAL INC	TESTING SERVICES	
	ACH PMT NO. - 80039531	346.50
TESTAMERICA LABORATORIES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80039532	173.50
TESTAMERICA LABORATORIES INC	TESTING SERVICES	
	ACH PMT NO. - 80039532	1,320.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80039631	8,504.79
T-MOBILE	CELL PHONE	
	CHECK NO. - 00538926	10.36

URS ELECTRONICS	MINOR EQUIPMENT CHECK NO. - 00538918	1,823.86
US BANK	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	1,959.66
US BANK	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80039483	2,681.77
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	1,978.26
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80039483	2,089.37
US BANK	MISC SERVICES/CHARGES ACH PMT NO. - 80039483	652.80

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80039483	1,506.67
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	228.86
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	3,127.23
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80039483	39.99
US BANK	OTHER MISC CHARGES ACH PMT NO. - 80039483	5,176.92
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039483	12,160.68
US BANK	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	1,916.06
US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80039483	18.00
US BANK	PERMITS/OTHER FEES ACH PMT NO. - 80039483	88.00
US BANK	POSTAGE ACH PMT NO. - 80039483	95.11
US BANK	PUBLICATIONS ACH PMT NO. - 80039483	292.85
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	3,974.00
US BANK	SAFETY SUPPLIES ACH PMT NO. - 80039483	2,005.94
US BANK	SMALL TOOLS ACH PMT NO. - 80039483	88.57
US BANK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80039483	34.95

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	22,357.40
VISIONARY COMMUNICATIONS, INC	TELEPHONE CHECK NO. - 00538919	73.12
WA STATE DEPT OF REVENUE	BUILDING REPAIRS/MAINTENANCE -	15.04
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	3,523.65
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	3.52

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	3.14
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	48.95
WA STATE DEPT OF REVENUE	OTHER MISC CHARGES -	9.06
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	170.70
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINTENANCE -	74.28
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	9.77
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	124.47
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	3.08
XO COMMUNICATIONS INC	TELEPHONE ACH PMT NO. - 80039538	128.40

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	----- 249,852.92
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4340 - WATER/WW REVENUE BOND FUND

MURRAYSMITH INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80039518	210.89
US BANK	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80039483	1,097.89
WA STATE DEPT OF REVENUE	CONSTRUCTION OF FIXED ASSETS -	70.66

TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND	----- 1,379.44
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4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	225.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	680.40
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		905.40

4480 - SOLID WASTE FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CHRISTY OPPELT	REFUNDS	
1511 E OLYMPIC AVE	CHECK NO. - 00538902	60.81
ORLANDO & LINDA FERRARO	REFUNDS	
6663 HERON WAY	CHECK NO. - 00538907	4.34
TOTAL FOR 4480 - SOLID WASTE FUND		65.15

4490 - SOLID WASTE DISPOSAL

ATLAS COPCO USA HOLDINGS INC	EQUIPMENT REPAIRS/MAINTENANCE	
dba ATLAS COPCO COMPRESSORS	ACH PMT NO. - 80039493	7,641.82
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00538921	64.58
CHIPMAN UNITED/DIV OF CHIPMAN	CONTRACTUAL SERVICES	
MOVING & STORAGE	ACH PMT NO. - 80039567	113.75
DEECO INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80039572	8,492.00
DICK IRVIN INC.	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80039573	9,096.04
DRESSER RAND	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80039547	1,561.88
DRESSER RAND	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039547	521,384.34
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80039548	2,167.46
FASTENAL CO	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039580	19.32
FOLSOM INDUSTRIES INC	OTHER REPAIRS/MAINT SUPPLIES	
dba FOLSOM MFG INC	ACH PMT NO. - 80039583	380.80
GOLDEN SPECIALTY INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80039549	3,560.00
GREENMARK ENTERPRISES LLC	OTHER REPAIRS/MAINT SUPPLIES	
DBA KILLER FILTER	ACH PMT NO. - 80039585	38.62
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	3,330.00
K & N ELECTRIC MOTORS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039593	1,726.33

KRUEGER SHEET METAL COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00538951	2,418.47
LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039578	864.96

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039578	2,288.31
NATIONAL FILTER MEDIA	BUILDING IMPROVEMENTS ACH PMT NO. - 80039603	94,382.31
NATIONAL FILTER MEDIA	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039603	455.33-
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00538938	1,588.50
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80039617	527.68
TESTAMERICA LABORATORIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80039630	7,395.00
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	1,609.30
US BANK	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80039483	81.60
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80039483	760.34
US BANK	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80039483	76.16
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80039483	50.93
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	971.34
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	1,478.39
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039483	36,348.59
US BANK	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80039483	367.19
US BANK	POSTAGE ACH PMT NO. - 80039483	132.74
US BANK	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80039483	500.50
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	746.00
US BANK	SAFETY SUPPLIES ACH PMT NO. - 80039483	1,798.26

US BANK	SMALL TOOLS	
	ACH PMT NO. - 80039483	2,497.86

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	18,123.78
V BELT GLOBAL SUPPLY INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039635	64.33
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80039639	2,068.00
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	33.82
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	6.60
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	2.40
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	8.54
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	9,497.44
WA STATE DEPT OF REVENUE	POWER TOOLS/EQUIPMENT -	44.04
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	26.42
WA STATE DEPT OF REVENUE	SMALL TOOLS -	124.27

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	746,005.68
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4500 - SOLID WASTE COLLECTION

ACTION MEDICAL INC	OPERATING SUPPLIES ACH PMT NO. - 80039468	147.75
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80039495	761.60
CENTURYLINK	TELEPHONE CHECK NO. - 00538880	54.61
COMCAST	PUBLIC UTILITY SERVICE CHECK NO. - 00538881	261.14
CRAMBLIT INC dba HOTSYS OF SPOKANE	OPERATING SUPPLIES ACH PMT NO. - 80039589	6,100.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	5,125.00
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039477	28,854.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SCOTT K WINDSOR	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00538920	337.05
SCOTT K WINDSOR	PER DIEM CHECK NO. - 00538920	48.00
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80039481	688.68
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	340.50
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	1,654.94
US BANK	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	103.36
US BANK	PRINTING/BINDING/REPRO ACH PMT NO. - 80039483	245.10
US BANK	SAFETY SUPPLIES ACH PMT NO. - 80039483	410.83
US BANK	SMALL TOOLS ACH PMT NO. - 80039483	91.33
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	19,975.80
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	35.07
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	21.57
TOTAL FOR 4500 - SOLID WASTE COLLECTION		65,257.38

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	377.70
US BANK	ADVERTISING ACH PMT NO. - 80039483	53.82
US BANK	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	79.56
US BANK	GENERAL REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039483	126.93
US BANK	LUBRICANTS ACH PMT NO. - 80039483	895.81
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	4,940.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039483	7,357.93
US BANK	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	351.86
US BANK	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80039483	765.93
US BANK	REPAIRS/MAINTENANCE ACH PMT NO. - 80039483	4,152.20
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	4,481.58
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	79.28
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	132.06
WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	26.06
TOTAL FOR 4600 - GOLF FUND		23,821.24

4700 - DEVELOPMENT SVCS CENTER

ADT 16810 E EUCLID	PERMIT REFUNDS PAYABLE CHECK NO. - 00538899	15.00
ANDREWS MECHANICAL INC 1503 E WABASH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00538900	13.00
A-1 ILLUMINATED SIGN CO INC 511 N ELLA RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00538952	15.00
ELECTRIC CITY INC PO BOX 11707	PERMIT REFUNDS PAYABLE CHECK NO. - 00538903	15.00
GLACIER PROPERTY SOLUTIONS 1312 N MONROE	PERMIT REFUNDS PAYABLE CHECK NO. - 00538904	207.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	2,237.50
JOHN ALLRED 616 E ROCKWOOD BLVD	PERMIT REFUNDS PAYABLE CHECK NO. - 00538905	49.00
US BANK	CLOTHING ACH PMT NO. - 80039483	39.17
US BANK	MISC SERVICES/CHARGES ACH PMT NO. - 80039483	84.35
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	408.80

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80039483	116.00
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US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80039483	572.20
US BANK	PROMOTIONAL SUPPLIES ACH PMT NO. - 80039483	106.27
US BANK	REGISTRATION/SCHOOLING ACH PMT NO. - 80039483	210.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	9,351.07
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	15.26
WA STATE DEPT OF REVENUE	PROMOTIONAL SUPPLIES -	9.35

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	-----	13,464.47
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5100 - FLEET SERVICES FUND

BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039564	419.39
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039566	93.84
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80039474	28,057.45
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80039570	5,816.37
D & W SUPPLIES INC D & W TIRE DEALERS SUPPLIES	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00538942	164.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	1,705.00
JANE M NORDLING	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80039540	352.67
JANE M NORDLING	PER DIEM ACH PMT NO. - 80039540	104.00
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039595	3,227.22
MODERN MACHINERY CO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039552	380.45
NAPA AUTO PARTS GENUINE PARTS CO	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039553	81.07

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039604	7.83
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80039554	10,319.51
PACWEST MACHINERY LLC	OTHER REPAIRS/MAINT SUPPLIES	

	ACH PMT NO. - 80039554	3,888.11
PROFESSIONAL CRANE INSPECTIONS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039555	643.33
RIVER CITY BODY & PAINT	EQUIPMENT REPAIRS/MAINTENANCE	
RIVER CITY COLLISION CENTER	ACH PMT NO. - 80039615	1,762.78
ROWAND MACHINERY COMPANY	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039556	2,953.07
ROWAND MACHINERY COMPANY	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039556	75.09
SAFETY KLEEN CORPORATION	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039616	170.00
SIX ROBBLEES INC	OTHER REPAIRS/MAINT SUPPLIES	
	CHECK NO. - 00538963	2,789.81
SOLID WASTE SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039618	11,792.71
SOLID WASTE SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039618	4,674.28
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00538966	2,081.54
TROY HAYDEN	PER DIEM	
	CHECK NO. - 00538896	104.00
US BANK	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80039483	14,362.72
US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	2,721.43
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80039483	232.24
US BANK	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039483	83,943.46
US BANK	PERMITS/OTHER FEES	
	ACH PMT NO. - 80039483	1,171.59
US BANK	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80039483	30.00
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80039483	554.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	6,466.05
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	36.14
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES	
	-	642.28
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00538927	3,825.55

WESTERN PETERBILT LLC	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80039560	10,626.47
WINGFOOT COMMERCIAL TIRE	OTHER REPAIRS/MAINT SUPPLIES	
SYSTEMS LLC DBA GOODYEAR TIRE	ACH PMT NO. - 80039641	641.96

TOTAL FOR 5100 - FLEET SERVICES FUND		206,917.90

5200 - PUBLIC WORKS AND UTILITIES

CHRISTY OPPELT	REFUNDS	
1511 E OLYMPIC AVE	CHECK NO. - 00538902	31.37
GARLAND PRINTING CO	PRINTING/BINDING/REPRO	
	CHECK NO. - 00538923	1,232.23
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	1,350.00
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	1,188.88
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	4,221.58
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	3.61

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		8,027.67

5300 - IT FUND

ADAGER	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80039542	3,050.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	2,476.00
NUVODIA LLC	PROJECT EMPLOYEE	
	ACH PMT NO. - 80039605	19,592.00
US BANK	ADVERTISING	
	ACH PMT NO. - 80039483	765.35

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	MINOR EQUIPMENT	
	ACH PMT NO. - 80039483	264.44
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80039483	15.21
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	422.60
US BANK	OPERATING SUPPLIES	
	ACH PMT NO. - 80039483	141.81
US BANK	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80039483	1,239.00

US BANK	SOFTWARE MAINTENANCE ACH PMT NO. - 80039483	2,859.58
US BANK	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80039483	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	11,505.91
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80039636	57.69
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	23.27
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	4.42
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	268.40

TOTAL FOR 5300 - IT FUND		43,685.68
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5310 - IT CAPITAL REPLACEMENT FUND

CDW GOVERNMENT INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80039543	487.34
DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80039545	3,229.40

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		3,716.74
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5400 - REPROGRAPHICS FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	180.00
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	1,037.89

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	590.43
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	7.30
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80039559	553.60

TOTAL FOR 5400 - REPROGRAPHICS FUND		2,369.22
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5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	2,045.00
KEVIN M YOUNG	OTHER TRANSPORTATION EXPENSES	

	ACH PMT NO. - 80039541	165.85
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	245.51
US BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80039483	900.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	6,730.44
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES	
	ACH PMT NO. - 80039636	40.01
TOTAL FOR 5600 - ACCOUNTING SERVICES		10,126.81
5700 - MY SPOKANE		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	255.00
US BANK	CLOTHING	
	ACH PMT NO. - 80039483	239.34-
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80039483	42.58
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	1,718.27
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	1,558.87
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	
	-	144.83
TOTAL FOR 5700 - MY SPOKANE		3,480.21
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
5800 - RISK MANAGEMENT FUND		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	30.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	155.16
TOTAL FOR 5800 - RISK MANAGEMENT FUND		185.16
5810 - WORKERS' COMPENSATION FUND		
GAGNE, CHARITI A	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80039503	316.93
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	270.00
US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	61.08

US BANK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80039483	97.48
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	1,062.62
WA STATE DEPT OF LABOR & INDUSTRIES	DEPOSIT WITH EXTERNAL TRUST CHECK NO. - 00538971	71,519.00
WASHINGTON SELF INSURERS ASSOCIATION	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80039534	1,400.00

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	74,727.11
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5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	3.74
NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80039522	500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	20.26

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	524.00
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5830 - EMPLOYEES BENEFITS FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	232.50
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80039586	115,208.49
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80039514	34,065.90
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80039612	276,350.49
US BANK	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80039483	121.25
US BANK	OFFICE SUPPLIES ACH PMT NO. - 80039483	127.12
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	862.06
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80039640	2,020.05
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80039640	21,263.69

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	450,251.55
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5900 - ASSET MANAGEMENT FUND OPS

FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80039581	1,007.49
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00538947	420.00
US BANK	MINOR EQUIPMENT ACH PMT NO. - 80039483	341.16
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	1,754.21
US BANK	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80039483	5,691.84
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00538968	1,646.55
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		10,861.25

5901 - ASSET MANAGEMENT FUND CAPITAL

APPLIED CONCEPTS INC	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80039492	3,793.28
US BANK	MACHINERY/EQUIPMENT ACH PMT NO. - 80039483	314.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK	MINOR EQUIPMENT ACH PMT NO. - 80039483	373.72
US BANK	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80039483	29.99
US BANK	OPERATING SUPPLIES ACH PMT NO. - 80039483	57.72
US BANK	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80039483	152.46
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	32.89
WA STATE DEPT OF REVENUE	MINOR SAFETY EQUIPMENT -	2.64
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	5.08
YELLOW DOG VENTURES LLC DBA PARKER FORD LINCOLN	VEHICLES ACH PMT NO. - 80039642	705,823.46
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		710,585.64

6060 - EMPLOYEES' RETIREMENT FUND

US BANK TRUST NA	PURCHASE OF INVESTMENTS
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OR CITY OF SPOKANE ACH PMT NO. - 80039634 616,373.14

TOTAL FOR 6060 - EMPLOYEES' RETIREMENT FUND	616,373.14
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6100 - RETIREMENT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00538947	210.00

US BANK	OFFICE SUPPLIES	
	ACH PMT NO. - 80039483	37.43

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00538968	763.95

TOTAL FOR 6100 - RETIREMENT	1,011.38
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6200 - FIREFIGHTERS' PENSION FUND

LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80039514	5,970.60

PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80039612	11,907.88

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	17,878.48
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6300 - POLICE PENSION

LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80039514	4.603.50

PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80039612	7.419.13

TOTAL FOR 6300 - POLICE PENSION	12,022.63
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6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT	
	ACH PMT NO. - 80039575	88,575.00

TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	88,575.00
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6760 - SPOKANE REGIONAL COUNCIL

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	2.81

TOTAL FOR 6760 - SPOKANE REGIONAL COUNCIL	2.81
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6960 - SALARY CLEARING FUND NEW

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80039561	4,064.20
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80039561	8,695.08
CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00538941	1,040.00
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00538940	331.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00538943	1,809.90
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80039574	100.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80039579	27.50
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00538945	507.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00538946	945.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00538947	256,990.59
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00538947	7,363.42
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00538948	59,105.60
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00538949	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00538950	56,904.12
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80039592	54,288.98
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00538973	1,186.33
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80039597	1,740.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80039598	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80039599	2,369.12
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00538958	197.18
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00538959	273.50

PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY	PENNSYLVANIA HIGHER ED ASST CHECK NO. - 00538961	156.34
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00538960	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80039587	578.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00538962	483.33
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80039565	17,494.36
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80039619	930.00
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80039620	2,978.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE GUILD C/O SPOKANE LAW ENFORCEMENT CU	POLICE GUILD ACH PMT NO. - 80039610	20,156.88
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80039624	412.85
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80039621	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80039626	210.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80039628	288.00
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00538944	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00538967	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80039632	1,584.67
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00538968	252,859.78
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00538968	801,637.17
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00538968	97,583.89
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00538969	92.52
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00538970	1,140.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80039638	27,607.68
WA STATE SUPPORT REGISTRY OR	WA STATE CHILD SUPPORT	

CITY OF SPOKANE TREASURER	CHECK NO. - 00538972	16,254.25
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00538974	879.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00538975	295.68
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		----- 1,701,988.75
TOTAL CLAIMS		----- 6,468,467.28

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	25,080.66		
00538880	CENTURYLINK	54.61		
00538881	COMCAST	261.14		
00538882	KELLER SUPPLY COMPANY	6,093.47		
00538883	SPOKANE CITY TREASURER	77.88		
00538884	WATER DEPARTMENT	639.22		
00538885	WHITE BLOCK COMPANY INC	2,513.28		
00538892	ABADAN REPROGRAPHICS	95.72		
00538893	ALAN BELCHER	102.00		
00538894	CENTURYLINK	52.09		
00538895	CHARLES E DEILKE	157.50		
00538896	TROY HAYDEN	104.00		
00538897	HERRES BACKFLOW & CONSTRUCTI	90.00		
00538898	KING SOFT WATER COMPANY	1,457.92		
00538899	ADT	15.00		
00538900	ANDREWS MECHANICAL INC	13.00		
00538901	AT ENTERPRISES	72.69		
00538902	CHRISTY OPPELT	252.00		
00538903	ELECTRIC CITY INC	15.00		
00538904	GLACIER PROPERTY SOLUTIONS	207.50		
00538905	JOHN ALLRED	49.00		
00538906	MOUNTAIN HOMESTEAD INC	229.57		
00538907	ORLANDO & LINDA FERRARO	248.08		
00538908	PROVIDENCE HEALTH & SERVICES	300.00		
00538909	NORTH INDIAN TRAIL	265.70		
00538910	METROPOLITAN TRANSPORTATION	3,500.00		
00538911	PACIFIC RIM LABORATORIES INC	11,375.00		
00538912	MITCHEL M PORTER	40.00		
00538913	QLT CONSUMER LEASE SERVICES	14.92		
00538914	SPOKANE POLICE DEPARTMENT	52.73		
00538915	SPOKANE RIVER FORUM	2,500.00		
00538916	T-MOBILE	20.36		
00538917	UNITED PARCEL SERVICE	16.36		
00538918	URS ELECTRONICS	1,823.86		
00538919	VISIONARY COMMUNICATIONS, IN	73.12		
00538920	SCOTT K WINDSOR	385.05		
00538921	CENTURYLINK	64.58		
00538922	COMCAST	915.51		
00538923	GARLAND PRINTING CO	1,232.23		
00538924	PLESE PRINTING INC /DIV OF	994.16		
00538925	SIX ROBBLEES INC	2,749.80		
00538926	T-MOBILE	458.13		
00538927	WENDLE FORD NISSAN ISUZU	3,825.55		
00538938	NORTHWEST INDUSTRIAL SERVICE	1,588.50		
00538939	A-1 SERVICE	660.00		
00538940	CHILD SUPPORT SERVICES	331.50		
00538941	CALIFORNIA STATE DISBURSEMEN	1,040.00		
00538942	D & W SUPPLIES INC	164.49		
00538943	DANIEL H BRUNNER, TRUSTEE	1,809.90		
00538944	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00538945	FAMILY SUPPORT REGISTRY	507.68		
00538946	HUMAN RESOURCES	945.50		
00538947	ICMA RETIREMENT TRUST 457	411,434.67		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00538948	ICMA RETIREMENT TRUST 457 LO	59,105.60		
00538949	IDAHO STATE TAX COMMISSION	37.50		
00538950	ING LIFE INSURANCE & ANNUITY	94,937.62		
00538951	KRUEGER SHEET METAL COMPANY	2,418.47		
00538952	A-1 ILLUMINATED SIGN CO INC	15.00		
00538953	MARILYN HOAG	134.61		
00538954	MELCHER CONSTRUCTION LLC	500.00		
00538955	REVIVAL PROPERTIES	82.94		
00538956	ANDREW M BRAJCICH	51.79		
00538957	THE MEN'S WEARHOUSE INC	359.04		
00538958	NEW JERSEY SUPPORT PAYMENT	197.18		
00538959	OFFICE OF THE ATTORNEY GENER	273.50		
00538960	PEOPLE QUALIFIED COMMITTEE	15.35		
00538961	PENNSYLVANIA HIGHER EDUCATIO	156.34		
00538962	PRE-PAID LEGAL SERVICES INC	483.33		
00538963	SIX ROBBLEES INC	40.01		
00538964	STELLAR INDUSTRIAL SUPPLY IN	1,741.75		
00538965	T LARIVIERE EQUIPMENT &	52,600.00		
00538966	THERMO KING NORTHWEST	2,081.54		
00538967	UNITED STATES TREASURY	12.50		
00538968	US BANK OR CITY TREASURER	1,502,525.14		
00538969	US DEPT OF EDUCATION	92.52		
00538970	WA GET PROGRAM	1,140.50		
00538971	WA STATE DEPT OF LABOR &	71,519.00		
00538972	WA STATE SUPPORT REGISTRY OR	16,254.25		
00538973	JUNE WALLACE	1,186.33		
00538974	WESTERN STATES POLICE MEDICA	1,504.50		
00538975	WSCCCE, AFSCME, AFL-CIO	295.68		
00538976	DEER PARK TRIBUNE		35.00	
80039468	ACTION MEDICAL INC	147.75		
80039469	INLAND NW AGC APPRENTICESHIP	12,541.35		
80039470	ALPINE PRODUCTS INC	23,936.00		
80039471	ANATEK LABS INC	395.00		
80039472	AVISTA UTILITIES	120.59		
80039473	CPM DEVELOPMENT CORP DBA	1,740.15		
80039474	CITY SERVICE VALCON LLC	28,057.45		
80039475	FEDERAL EXPRESS CORP/DBA FED	38.69		
80039476	HASKINS STEEL CO INC	848.52		
80039477	LINN MACHINE & MFG	28,854.09		
80039478	OLYMPIC FOUNDRY INC	8,711.62		
80039479	OXARC INC	878.18		
80039480	THE SALVATION ARMY	2,367.19		
80039481	SPOKANE PRO CARE INC	688.68		
80039482	STANLEY CONVERGENT SECURITY	262.20		
80039483	US BANK	52,016.91		
80039484	VALMONT INDUSTRIES INC	99,881.66		
80039485	VOLUNTEERS OF AMERICA OF	3,332.25		
80039486	WSF LLC	6,273.13		
80039487	EMIR ZUKIC DBA	62,499.20		
80039489	A M LANDSHAPER INC			14,828.64
80039490	ABM JANITORIAL SERVICES SOUT	3,871.55		
80039491	DAVID ADAMS	1,590.00		
80039492	APPLIED CONCEPTS INC	6,593.28		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80039493	ATLAS COPCO USA HOLDINGS INC	7,641.82		

80039494	AVISTA UTILITIES	57.45
80039495	C & C YARD CARE	761.60
80039496	COLUMBIA ELECTRIC SUPPLY/DIV	4,839.42
80039497	CONTRACT DESIGN ASSOCIATES I	730.31
80039498	DELL MARKETING LP	8,625.00
80039499	DIGITAL COMBUSTION INC	1,450.00
80039500	DRESSER RAND	301,713.62
80039501	EVERGREEN STATE TOWING LLC	212.16
80039502	FIKES NORTHWEST INC/DIV OF	6.78
80039503	GAGNE, CHARITI A	316.93
80039504	GALLS LLC	5,584.72
80039505	GRAINGER INC	12.25
80039506	GUNARAMA WHOLESALE INC	60.09
80039507	H D SUPPLY WATERWORKS LTD	73,364.94
80039508	HISTORICAL RESEARCH ASSOCIAT	15,721.11
80039509	CPM DEVELOPMENT CORP DBA	202,309.65
80039510	INLAND NORTHWEST MED-TECH	1,547.82
80039511	INLAND POWER & LIGHT CO	105.90
80039512	INTERMOUNTAIN TRAFFICE LLC	7,561.60
80039513	KPFF CONSULTING ENGINEERS	66,625.79
80039514	LIFEWISE ASSURANCE CO	44,640.00
80039515	LAURI LUCAS	3,064.55
80039516	WILLIAM MARSHALL	217.60
80039517	MUNICIPAL EMERGENCY SERVICES	17,161.05
80039518	MURRAYSMITH INC	419.39
80039519	NORCO INC	29.05
80039520	CARRIE L PAETSCH	178.34
80039521	OXARC INC	2,247.60
80039522	NATIONAL EMPLOYERS COUNCIL I	500.00
80039523	POWER CITY ELECTRIC INC	14,964.57
80039524	RAY TURF FARMS INC	297.68
80039525	SAN DIEGO POLICE EQUIP CO IN	60,620.34
80039526	SHAMROCK MANUFACTURING INC	21,284.36
80039527	SPOKANE COUNTY TREASURER	4,876.56
80039528	SPOKANE EMERGENCY PHYSICIANS	14,280.72
80039529	SPOKANE INT'L AIRPORT	150.00
80039530	STUART CONSULTING GROUP INC	1,800.00
80039531	SVL ANALYTICAL INC	346.50
80039532	TESTAMERICA LABORATORIES INC	1,493.50
80039533	ROBERT B TURNER	469.41
80039534	WASHINGTON SELF INSURERS	1,400.00
80039535	WEST CENTRAL COMMUNITY	425.35
80039536	WESTERN PACIFIC SIGNAL LLC	83,443.15
80039537	WILDROSE LTD dba	7,029.29
80039538	XO COMMUNICATIONS INC	128.40
80039539	SCOTT A BUTLER	783.00
80039540	JANE M NORDLING	456.67
80039541	KEVIN M YOUNG	165.85
80039542	ADAGER	3,050.00
80039543	CDW GOVERNMENT INC	487.34
80039544	COPIERS NORTHWEST INC	160.65
80039545	DELL MARKETING LP	6,029.52

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80039546	DICK IRVIN INC.	5,633.32		
80039547	DRESSER RAND	221,232.60		
80039548	ELJAY OIL CO INC	2,167.46		
80039549	GOLDEN SPECIALTY INC	3,560.00		
80039550	GRIFFIN PUBLISHING INC	832.32		

80039551	LANDLORD ASSOC OF THE INLAND	500.00	
80039552	MODERN MACHINERY CO INC	380.45	
80039553	NAPA AUTO PARTS	81.07	
80039554	PACWEST MACHINERY LLC	14,207.62	
80039555	PROFESSIONAL CRANE INSPECTIO	643.33	
80039556	ROWAND MACHINERY COMPANY	3,028.16	
80039557	SOLID WASTE SYSTEMS INC	9,018.56	
80039558	STRUCTURED COMMUNICATION	2,789.79	
80039559	WCP SOLUTIONS	553.60	
80039560	WESTERN PETERBILT LLC	10,626.47	
80039561	A W REHN & ASSOCIATES INC OR	12,759.28	
80039562	BACON CONCRETE INC	106,378.91	
80039563	BAKER & TAYLOR BOOKS		2,470.89
80039564	BATTERY SYSTEMS INC	419.39	
80039565	SPOKANE FIRE FIGHTERS BENEFI	17,494.36	
80039566	BRIDGESTONE AMERICAS INC	93.84	
80039567	CHIPMAN UNITED/DIV OF CHIPMA	113.75	
80039568	CITY SERVICE VALCON LLC	4,807.14	
80039569	COLUMBIA FORD INC	23,564.26	
80039570	CONNELL OIL INC	5,816.37	
80039571	CORWIN OF PASCO LLC DBA	39,961.54	
80039572	DEECO INC	8,492.00	
80039573	DICK IRVIN INC.	3,462.72	
80039574	DIGNITARY PROTECTION TEAM FU	100.00	
80039575	DOWNTOWN SPOKANE PARTNERSHIP	88,575.00	
80039576	EASTERN WASHINGTON UNIVERSIT	1,443.80	
80039577	EASTERN WASHINGTON UNIVERSIT	336.00	
80039578	LECCO ENTERPRISES LLC	3,153.27	
80039579	EDU MEMBERSHIP FUND	27.50	
80039580	FASTENAL CO	19.32	
80039581	FIREPOWER INC	1,007.49	
80039582	FISHER SCIENTIFIC	565.77	
80039583	FOLSOM INDUSTRIES INC	380.80	
80039584	GALLS LLC	491.83	
80039585	GREENMARK ENTERPRISES LLC	38.62	
80039586	KAISER FOUNDATION HEALTH PLA	115,208.49	
80039587	POLICE GUILD LEGAL DEFENSE	578.00	
80039588	HACH COMPANY	2,775.14	
80039589	CRAMBLIT INC	6,100.96	
80039590	INCIDENT RESPONSE TECHNOLOGI	2,361.00	
80039591	INLAND ENVIRONMENTAL RESOURC	33,297.69	
80039592	INT'L ASSN OF FIREFIGHTERS/	54,288.98	
80039593	K & N ELECTRIC MOTORS INC	1,726.33	
80039594	KEMIRA WATER SOLUTIONS INC	37,330.51	
80039595	KENWORTH SALES COMPANY	3,227.22	
80039596	L N CURTIS & SONS	4,939.53	
80039597	LT & CAPT ASSOCIATION	1,740.00	
80039598	LTS & CPTS LEGAL DEFENSE FUN	42.00	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80039599	M & P ASSOCIATION	2,369.12		
80039600	MIDWEST TAPE		948.76	
80039601	DAVID M MILLER	312.75		
80039602	NALCO CO	16,808.26		
80039603	NATIONAL FILTER MEDIA	93,926.98		
80039604	NORCO INC	7.83		
80039605	NUVODIA LLC	19,592.00		
80039606	OCCUPATIONAL MEDICINE	1,550.00		
80039607	OLIN CORPORATION	4,961.81		

80039608	OVERDRIVE INC		1,631.75
80039609	OXARC INC	32.64	
80039610	SPOKANE POLICE GUILD	20,156.88	
80039611	POLYDYNE INC	39,251.50	
80039612	PREMERA BLUE CROSS OR	295,677.50	
80039613	TED PULVER	1,170.00	
80039614	RECORDED BOOKS INC		895.79
80039615	RIVER CITY BODY & PAINT	1,762.78	
80039616	SAFETY KLEEN CORPORATION	170.00	
80039617	SHERWIN WILLIAMS CO	527.68	
80039618	SOLID WASTE SYSTEMS INC	7,448.43	
80039619	SPOKANE POLICE BENEFIT ASSOC	930.00	
80039620	SPOKANE POLICE CHAPLAIN	2,978.30	
80039621	SPOKANE POLICE K-9 MEMBERSHI	60.00	
80039622	SPOKANE COUNTY FIRE DIST 10	51,803.10	
80039623	SPOKANE HOUSING AUTHORITY	1,186.00	
80039624	SPOKANE POLICE GUILD FRATERN	412.85	
80039625	STARPLEX CORP	10,408.17	
80039626	SPOKANE POLICE SWAT TEAM	210.00	
80039627	TABLEAU SOFTWARE INC	1,523.20	
80039628	SPOKANE POLICE TACTICAL TEAM	288.00	
80039629	LARRY TANGEN	1,007.50	
80039630	TESTAMERICA LABORATORIES INC	7,395.00	
80039631	TWO RIVERS TERMINAL LLC	8,504.79	
80039632	UNITED WAY	1,584.67	
80039633	UNIVERSAL PROTECTION SERVICE	343.44	
80039634	US BANK TRUST NA	616,373.14	
80039635	V BELT GLOBAL SUPPLY INC	64.33	
80039636	VERIZON WIRELESS BELLEVUE	641.39	
80039637	VOLUNTEERS OF AMERICA OF	3,543.10	
80039638	WA ST COUNCIL OF CITY & COUN	27,607.68	
80039639	WA STATE DEPT OF ECOLOGY	2,068.00	
80039640	WASHINGTON DENTAL SERVICE OR	23,283.74	
80039641	WINGFOOT COMMERCIAL TIRE	641.96	
80039642	YELLOW DOG VENTURES LLC	705,823.46	
80039643	ALICIA D AYARS	15.78	
80039644	MICHAEL J CARR	1,185.00	
		-----	-----
		6,468,467.28	5,982.19
			14,828.64
			=====
	CITYWIDE TOTAL:		6,489,278.11

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, June 29, 2017

A Special Meeting of the Spokane City Council was held on the above date at 3:34 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Kinnear and Mumm were present. Council Members Fagan, Stratton and Waldref were absent. Council Member Beggs arrived at 3:51 p.m.

The following topics were discussed:

- Open Data
- I-90 Safety discussion with WSDOT

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 5:15 p.m.

Minutes prepared and submitted for publication in the July 19, 2017, issue of the Official Gazette:

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2017.

Ben Stuckart
City Council President

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

07/10/2017

<u>Date Rec'd</u>	6/23/2017
<u>Clerk's File #</u>	OPR 2017-0461
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6257
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0320 - MOU WITH LYFT FOR OPERATION OF TNC SERVICES IN THE CITY OF SPOKANE

Agenda Wording

Proposed memorandum of understanding (MOU) with Lyft to allow the operation of transportation network company (TNC) services in the City of Spokane.

Summary (Background)

This proposed MOU would allow the operation of TNC services in Spokane by Lyft for a two-year term, institutes a flat fee (as opposed to a "per ride" charge, clarifies public records act (PRA) processes, and increases fines for violation of the MOU.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 25,000	# 0020-88100-99999-32161-30041
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY

<u>Study Session</u>	Finance Comm., 6-19-2017
<u>Other</u>	
<u>Distribution List</u>	
<u>Additional Approvals</u>	
<u>Purchasing</u>	



City of Spokane
Transportation Network Operating Agreement
by and between
Lyft, LLC and the City of Spokane

This Operating Agreement is entered into this _____ day of _____, 2017 between the **City of Spokane**, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and **Lyft, Inc.**, a Delaware corporation, whose address is 185 Berry Street, Suite 5000, San Francisco, California 94107 ("Lyft"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, Lyft is a ride-sharing network using a digital platform ("Platform") to connect passengers to ridesharing operators using their personal vehicles for the purpose of transportation services - a Transportation Network Company ("TNC"); and

WHEREAS, Lyft and the City agree the City has authority to enter into this Agreement, as well as the authority to regulate TNCs in Spokane. Lyft and the City, respectively, reserve all rights in any enforcement or regulatory action which may arise in connection with this Agreement and in connection with the regulation of transportation network services; and

WHEREAS, the City has the statutory authority to regulate for-hire vehicles pursuant to Art. XI, Section 11 of the Washington State Constitution, as well as RCW 46.72.160.

-- NOW, THEREFORE,

The parties hereto agree as follows:

1. LYFT AND THE CITY AGREE AS FOLLOWS:

The City permits, during the term of this Agreement, Lyft to operate in the City of Spokane as a TNC, using the Platform; subject to the terms, conditions and restrictions set forth herein. This Agreement shall be effective on January 1, 2017 and shall expire upon the first to occur of the following: (1) the effective date of any amendment to chapter 10.34, Spokane Municipal Code (SMC), ("For-Hire Vehicles") which creates regulations on TNCs, or (2) on December 31, 2018. The City may terminate this Agreement, in its sole discretion, upon thirty (30) days' written notice to Lyft.

2. LYFT AGREES AS FOLLOWS:

- A. Lyft shall maintain a website that provides a customer service telephone number and email address.
- B. Lyft shall maintain an agent for service of process in Spokane, Washington.
- C. Lyft shall maintain accurate and up-to date records of all drivers (“Operators”) providing services through the Platform, and further shall allow the City during regular business hours to audit all records pertaining to up to five (5) Operators each quarter, which records shall be made available to the City within fifteen (15) business days of the City’s written request. Notwithstanding the foregoing, the City may request Lyft to produce records at any time to investigate a specific complaint about a Lyft Operator regarding compliance with this Operating Agreement, which such records shall not be unreasonably withheld by Lyft.
- D. Upon completion of a trip, Lyft shall transmit an electronic receipt to the passenger’s email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
- E. Lyft Operators shall only accept rides which are booked through the Platform, and shall neither solicit, nor accept street-hails.
- F. Lyft Operators may offer service for compensation, no-charge, or suggested compensation. Lyft shall disclose rates used to determine any compensation or suggested compensation on its app and/or website.
- G. The app used by Lyft to connect Operators and passengers must display for the passenger the name and photograph of the Operator, as well as the make, model and license plate number of the specific vehicle.
- H. Lyft shall establish a driver-training program designed to ensure that each Operator safely operates his or her vehicle prior to any driver being able to offer any such service.
- I. Lyft shall maintain a zero-tolerance policy on the use of drugs or alcohol for all Operators on the Platform; provide notice of such policy on its website and/or app, as well as the procedures to report a complaint about an Operator with whom the passenger was matched, and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and shall immediately suspend said Operator upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy. The suspension shall last for at least the duration of the investigation.

- J. Prior to permitting a person to act as an Operator on its Digital Network, and annually thereafter, Lyft shall obtain and review a criminal history background check/report for such person. The criminal background check shall be a national criminal background check, including without limitation: the national sex offender database. Any person who has been convicted, within the past seven (7) years, of driving under the influence of drugs or alcohol, fraud, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, or who has been convicted at any time for sexual offenses, acts of violence, or acts of terror shall not be permitted to be a Lyft operator. Lyft will maintain electronic records of such criminal background checks for a period of two (2) years, and shall provide such records for up to five (5) Operators each quarter, within fifteen (15) business days of a written request by the City. Notwithstanding the foregoing, the City may request Lyft to produce records at any time to investigate a specific complaint about a Lyft Operator regarding compliance with this Operating Agreement, which such subject records Lyft shall not unreasonably withhold.
- K. Prior to permitting a person to act as an Operator on its network, and annually thereafter, Lyft shall obtain and review a driving history research report for such person. Any person with: (i) more than three (3) moving violations in the three (3) year period prior to such check, or (ii) a major violation in the three (3) year period prior to such check (including, but not limited to: attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to be a Lyft Operator on the Lyft Platform. Lyft will maintain electronic records of such driving history research reports for a period of two (2) years and shall provide such records for up to five (5) Operators each quarter to the City upon written request by the City within fifteen (15) business days of such request. Notwithstanding the foregoing, the City may request Lyft to produce records at any time to investigate a specific complaint about a Lyft Operator regarding compliance with this Operating Agreement, which records shall not be unreasonably withheld.
- L. Lyft shall maintain automobile liability ("Auto") Insurance covering all vehicles operated by Lyft Operators within the City of Spokane, and having a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury, and property damage for accidents involving a vehicle while a Lyft Operator is in transit to a ride requestor or during a trip requested through Lyft's Digital Platform, until the last requesting passenger exits the vehicle. Within fifteen (15) days of the effective date of this Agreement, Lyft shall provide evidence to the City that each Lyft vehicle operated by a Lyft Operator in connection with Lyft's digital platform within the City is covered by Auto Insurance. Within fifteen (15) days of the effective date of this Agreement, Lyft shall provide to the City a Certificate Of Insurance (COI) for such policy, naming Lyft as the insured and an endorsement covering the City as an Additional Insured via blanket endorsement. The Auto Insurance shall not be canceled, nor

have coverage reduced during the term of this Agreement. Cancellation or reduction of coverage during the term of this Agreement is a material breach of this Agreement.

- L. There shall be no cancellation, reduction of limits or intent not to renew the Insurance coverage(s) without thirty (30) days written notice from Lyft or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, Lyft shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" via blanket endorsement specifically for Lyft's services under this Agreement, as well as all parties who are Additional Insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Lyft shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

M. Lyft Operators shall:

- (1) Possess a valid driver's license, possess current proof of registration, maintain current Automobile Insurance, and be at least twenty-one (21) years of age; and
- (2) Provide proof of both the Lyft Operator's personal insurance and Auto Insurance in the case of an accident.

N. Lyft Vehicles may be street-legal coupes, sedans, or light-duty vehicles, including without limitation: vans, minivans, sport utility vehicles (SUVs), hatchbacks, convertibles and pickup trucks.

O. All vehicles shall have a safety inspection conducted annually by Lyft or a third (3rd) party before used to provide service. Such inspection shall include, at a minimum, the following:

- (1) Foot brakes;
- (2) Parking brakes;
- (3) Steering mechanism;
- (4) Windshield;
- (5) Rear window and other glass;
- (6) Windshield wipers;
- (7) Headlights;
- (8) Tail lights;
- (9) Turn indicator lights;
- (10) Stop lights;
- (11) Front seat adjustment mechanism;
- (12) Doors (open, close, lock);

- (13) Horn;
- (14) Speedometer;
- (15) Bumpers;
- (16) Muffler and exhaust system;
- (17) Condition of tires, including tread depth;
- (18) Interior and exterior rear view mirrors; and
- (19) Safety belts for driver and passenger(s).

Lyft shall provide to the City, upon written request by the City, all reports of annual safety inspections of any Lyft vehicles used within the City of Spokane within fifteen (15) business days of such request.

19. Lyft Operators shall not use any marked taxicab zones.

20. Lyft shall pay to the City, in quarterly installments, a fee of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** to cover any administrative and regulatory costs associated with the Lyft Platform and the City's administration and enforcement of this Agreement during the term of this Agreement as stated in paragraph 1 herein.

21. The operation of Lyft vehicles at the Spokane International Airport ("SIA") shall be governed by an Agreement between Lyft and the SIA Board. In event of any conflict between an operations agreement between Lyft and the SIA Board and this Agreement, this City Agreement shall control.

22. Lyft shall provide the City with information about its complaint process, and how allegations of its zero tolerance policy are handled, and further shall provide the City any updates to the complaint process, as those updates become effective from time to time.

23. NOT AN EMPLOYEE.

This Agreement does not intend Lyft to act as a City employee. The City has neither direct, nor immediate control over Lyft, nor the right to control the manner or means by which Lyft works. Neither Lyft nor any Lyft employee shall be an employee of the City. This Agreement prohibits Lyft to act as an agent or legal representative of the City. Lyft is not granted express or implied rights or authority to assume or create any obligation or responsibility for, or in the name of the City, or to bind the City. The City is not liable for nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. Lyft shall solely be responsible for paying all income and any other taxes, or fees as due.

24. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement by the City shall belong to the City. All records submitted

by the City to Lyft shall be safeguarded by Lyft.

25. PUBLIC RECORDS REQUESTS.

Public Records Requests (PRR) are subject to the provisions of Washington's Public Records Act (PRA), as well as statutorily guided by RCW Chapter 42.56.

26. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Lyft agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

27. THE CITY AGREES TO THE FOLLOWING:

- A. At all times during the term of this Agreement, the City will not apply chapter 10.34, SMC to Lyft and Lyft Operators, unless such enforcement stems solely and directly from violation of any provisions within this Agreement. Lyft and Lyft operators are subject to, and shall comply with all provisions of Chapter 16A.61, SMC (rules of the road).
- B. Failure to adhere to the requirements of this Agreement by Lyft or a Lyft operator may result in the imposition of a fine of five hundred and no/100 dollars (\$500.00) per violation (including one hundred and no/100 (\$100.00) per day for continuing violations) by the City, or termination of this Agreement; at the City's sole discretion. Lyft Operators, who are independent contractors, are solely responsible for citations issued to them in their individual capacities. Lyft disclaims responsibility for individual Lyft Operator citations. If Lyft or a Lyft Operator does not agree with the City's determination of a violation of this Agreement, an appeal may be filed with the City Administrator, the decision of whom shall be final.
- C. Any information that Lyft makes available to the City pursuant to this Agreement that Lyft designates in writing as "confidential" is deemed to be confidential information of Lyft ("Lyft's Confidential Information"). The City agrees not to disclose Lyft's Confidential Information to any third party, without Lyft's express written permission, unless required to do so by applicable law or a court order, including without limitation: the Washington Public Records Act (PRA), or RCW

Chapter 42.56. If a valid Public Records Request or other formal request is made to the City for Lyft's Confidential Information, the City shall provide written notice to Lyft prior to disclosure, and in turn provide Lyft with an opportunity to contest such disclosure

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: _____

LYFT, LLC

By: _____

Title: _____

17-460a

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

07/10/2017

Date Rec'd

6/23/2017

Clerk's File #

OPR 2017-0462

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6258

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0320 - MOU WITH RASIER (UBER) FOR TNC OPERATIONS

Agenda Wording

Proposed memorandum of understanding with Rasier (the company that operates Uber) for operation of transportation network company (TNC) services in the City of Spokane.

Summary (Background)

This proposed MOU will allow Uber to operate in Spokane for an additional two years, upon payment of flat annual fee, clarifies public records act (PRA) applicability, and increases fines for violation of the MOU's terms.

Fiscal ImpactBudget Account

Revenue \$ 20,000

0020-88100-99999-32161-30042

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance Comm, 6-19-2017

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing



City of Spokane

**Transportation Network Operating Agreement
by and between
Rasier, LLC and the City of Spokane**

This Operating Agreement is entered into this _____ day of _____, 2017 between the **City of Spokane**, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and **Rasier, LLC**, whose address is 1455 Market Street, Fourth Floor, San Francisco, California 94103 ("Rasier").

WHEREAS, Rasier is a Transportation Network Company ("TNC") providing a digital network ("Digital Network") which connects passengers to TNC operators, using personal vehicles to provide transportation services; and

WHEREAS, Rasier and the City agree to the principles set forth below with respect to the Digital Network. The parties agree that Rasier's acceptance of these principles acknowledges, solely for purposes of this Agreement, that the City has the authority to enter into this Agreement, and further the authority to regulate TNCs. Rasier and the City, respectively, reserve all rights, including the right to contest the applicability of any laws or rules, in any enforcement or regulatory action which may arise in connection with this Agreement, and in connection with the regulation of Transportation Network Services. Rasier does not waive its right to propose or support different principles, terms or conditions, or raise any defense in any other local, state, or federal regulatory, or legal proceeding; including municipal-level proceedings; and

WHEREAS, the City has the statutory authority to regulate for-hire vehicles pursuant to Art. XI, Section 11 of the Washington State Constitution, and additionally within the purview of RCW 46.72.160.

-- NOW, THEREFORE,

RASIER AND THE CITY AGREE AS FOLLOWS:

The City permits, during the term of this Agreement, Rasier to operate in the City of Spokane as a TNC, using the Digital Network; subject to the conditions and restrictions

set forth herein. This Agreement shall expire on May 31, 2019, or upon the effective date of any amendment to the Spokane Municipal Code (SMC), which imposes regulations on the operation of TNCs in the City, whichever occurs first. The City may terminate this Agreement upon thirty (30) days' written notice to Rasier.

RASIER AGREES AS FOLLOWS:

1. Rasier shall maintain a website that provides customer service contact information, including an email address.
2. Rasier shall maintain an agent for service of process in Spokane, Washington.
3. Rasier shall maintain accurate and up-to date records of all operators providing TNC services through the Digital Network.
4. Upon completion of a trip, Rasier shall transmit, on behalf of the operator, an electronic receipt to the passenger's email address, or mobile application documenting the origination and destination of the trip, and a description of the total amount paid, if any.
5. Rasier's TNC operators shall only accept ride requests booked through the Digital Network, and shall neither solicit nor accept street-hails.
6. Rasier's TNC operators may offer service for compensation, no-charge, or suggested compensation. Rasier shall disclose rates used to determine any compensation or suggested compensation on its app and/or website.
7. The app used by Rasier to connect operators and passengers must display for the passenger: the name and photograph of the operator, as well as the make, model and license plate number of the subject TNC vehicle.
8. Rasier shall establish a driver-training program designed to ensure that each driver safely operates his or her vehicle prior to any driver offering any TNC service.
9. Rasier shall maintain a zero-tolerance policy on the use of drugs, or alcohol for all drivers on the Digital Network; provide notice of such policy on its website and/or app, as well as the procedures to report a complaint about a driver with whom the passenger was matched and whom the passenger reasonably suspects was under the influence of drugs, or alcohol during the course of the ride. Rasier shall immediately suspend a driver upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy, and conduct an

investigation of the reported incident. The suspension shall last for at least the duration of the investigation.

10. Prior to permitting a person to act as an operator on its Digital Network, and annually thereafter, Rasier shall obtain and review a criminal history background report/check for such person. The criminal background check shall be a local, state and national criminal background check, including without limitation: the public national sex offender database. Any person who is registered as a sex offender, or who has been convicted, within the past seven (7) years, of driving under the influence of drugs or alcohol, or of crimes involving felony fraud, sexual offenses, use of a motor vehicle to commit a felony, acts of violence, or acts of terror shall not be permitted to be a Rasier TNC operator. Rasier will maintain electronic records of such criminal background checks for a period of two (2) years after the conclusion of the term of this Agreement, including early termination of this Agreement under the provisions.
11. Prior to permitting a person to act as a driver on its Digital Network, and annually thereafter, Rasier shall obtain and review a driving history research report for such person. Any person with: (i) more than three (3) moving violations in the three (3) year period prior to such check, or (ii) a major violation in the three (3) year period prior to such check (including, but not limited to: attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to be a Rasier TNC operator. Rasier will maintain electronic records of such driving history research reports for a period of two (2) years after the conclusion of the term of this Agreement, including early termination of this Agreement under the provisions.
12. Rasier shall maintain Automobile Liability ("Auto") insurance covering all TNC vehicles operated by Rasier's TNC operators within the City of Spokane, and having a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage for accidents involving a vehicle while a Rasier TNC operator is in transit to a ride requestor, or during a trip requested through Rasier's Digital Network until the last requesting passenger exits the vehicle. Rasier will be entitled to maintain Auto Insurance on a blanket basis for all insured TNC vehicles. Within ten (10) days of the effective date of this Agreement, Rasier shall provide evidence to the City that each TNC vehicle operated by a Rasier TNC operator in connection with Rasier's Digital Network within the City has Auto insurance. Within ten (10) days of the effective date of this Agreement, Rasier shall provide to the City a Certificate of Insurance (COI) for such policy, naming Rasier as the insured and an additional endorsement exhibiting covering for the City as an Additional Insured. The Auto Insurance shall not be canceled, materially modified, or have coverage reduced

during the term of this Agreement. Cancellation, material modification, or reduction of any Insurance coverage(s) during the term of this Agreement is a material breach of this Agreement.

A. There shall be no cancellation, material change, reduction of limits or intent not to renew the Insurance coverage(s) under this Agreement without sixty (60) days written notice from Raiser, or its insurer(s) to the City. As evidence of the Insurance coverage(s) required by this Agreement, Raiser shall furnish acceptable Certificates Of Insurance (COI) to the City at the time that Raiser returns this signed Agreement. The COI shall specify the City of Spokane as "Additional Insured" specifically for Raiser's services under this Agreement, as well as all additional parties who are Additional Insureds, and shall include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. Raiser shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. Raiser's TNC Operators shall:

- (1) Possess a valid driver's license, current proof of registration, maintain current Auto Insurance, and be at least twenty-one (21) years of age; and
- (2) Provide proof of both the Raiser TNC operator's personal insurance and Auto Insurance in the case of an accident; provided that the operator shall have twenty-four (24) hours to provide proof of TNC insurance.

14. TNC vehicles may be street-legal coupes, sedans, or light-duty vehicles, including without limitation; vans, minivans, sport utility vehicles (SUVs), hatchbacks, convertibles and pickup trucks.

15. All TNC vehicles shall have a safety inspection conducted annually by Raiser or a third (3rd) party before use to provide TNC service(s). Such inspection shall include, at a minimum, the following:

- (1) Foot brakes;
- (2) Parking brakes;
- (3) Steering mechanism;
- (4) Windshield;
- (5) Rear window and other glass;
- (6) Windshield wipers;
- (7) Headlights;
- (8) Tail lights;
- (9) Turn indicator lights;

- (10) Stop lights;
- (11) Front seat adjustment mechanism;
- (12) Doors (open, close, lock);
- (13) Horn;
- (14) Speedometer;
- (15) Bumpers;
- (16) Muffler and exhaust system;
- (17) Condition of tires, including tread depth;
- (18) Interior and exterior rear view mirrors; and
- (19) Safety belts for driver and passenger(s).

16. Rasier's TNC operators shall not use any marked taxicab zones.

17. Rasier shall pay to the City, upon execution of this Agreement, a fee of twenty thousand dollars (\$20,000.00) to cover any administrative and regulatory costs associated with the City's administration and enforcement of this Agreement.

18. The operation of TNC vehicles at the Spokane International Airport ("SIA") shall be governed by an Agreement between Rasier and the SIA Board. In event of any conflict between an operations agreement between Rasier, and the SIA Board, and this Agreement, this Agreement shall control.

19. Rasier shall implement and comply with a complaint process as follows:

- a. Complaints from the public concerning activities of Rasier's TNC operators are to be made directly to Rasier.
- b. Within ten (10) calendar days of receiving a complaint, Rasier will report to the City both (1) the nature of the complaint (such as driver demeanor, allegation of traffic regulation violation, lost and found issue, etc), and (2) the steps Rasier has taken or will take to resolve the complaint, if any.
- c. Rasier will notify the City within fifteen (15) calendar days of resolving a complaint that the complaint has been satisfactorily resolved and the nature of the resolution or that Rasier has determined that no resolution is required for the complaint (e.g., if the complaint is determined to lack merit).
- d. Rasier's failure to resolve a complaint which requires resolution in a reasonably expeditious manner is a material breach of this Agreement. The City may impose a fine of up to five hundred and no/100 dollars (\$500.00) for each violation of this Section 19, if Rasier does not undertake reasonable efforts to resolve such a complaint within thirty (30) days of receipt.

20. Rasier is an independent consultant. This Agreement does not intend Rasier to act as a City employee. The City has neither direct nor immediate control over Rasier, nor the right to control the manner or means by which Rasier works. Neither Rasier nor any Rasier employee shall be an employee of the City. This Agreement prohibits Rasier to act as an agent, or legal representative of the City. Rasier is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for, nor obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment.

21. For the sole purpose of verifying that Rasier is in compliance with the requirements of this Agreement, the City may conduct, no more than two times per year, an audit of the records that Rasier is required to maintain under this Agreement. The City shall have the right to audit a sample of records for up to twenty (20) operators chosen at random from an anonymized list of the operators affiliated with Rasier that have operated in the City in the thirty (30) days preceding the audit. The review of Rasier's records will take place at a mutually agreed location in the City. Any record furnished to the City may exclude information that would tend to identify specific operators or passengers. Notwithstanding the foregoing, the City may require Raiser to produce records directly related to an active investigation of a complaint or a specific allegation of a violation of this Agreement. Any records reviewed by the City, or any other party authorized to view such records, under this Agreement are designated confidential.

22. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Raiser agrees to comply with, and to require that all operators comply with all applicable federal, state and local nondiscrimination laws.

THE CITY AGREES TO THE FOLLOWING:

1. At all times during the term of this Agreement, the City will not apply chapter 10.34, SMC to Rasier or Rasier's TNC operators, unless such enforcement stems solely and directly from violation of any of the provisions of this Agreement. Rasier and Rasier's TNC operators are subject to, and shall comply with all provisions of Chapter 16A.61, SMC (rules of the road).

2. Failure to adhere to the requirements of this Agreement by Rasier, or a Rasier TNC operator may result in the imposition of a fine of five hundred and no/100 dollars (\$500.00) per violation (including fifty and no/100 dollars (\$50.00) per day for continuing violations) by the City, or termination of this Agreement, at the City's sole discretion.
3. If a valid public records request is made to the City for documents designated by Rasier as "confidential" or "proprietary", the City will not disclose the requested documents without the written consent of Rasier, unless required to do so by law. If the City is required by law to disclose confidential documents provided by Rasier under this Agreement, the City will promptly provide Rasier with written notice of the request and will allow Rasier a reasonable time to seek legal relief prior to disclosure.

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: _____

RASIER, LLC

By: _____

Title: _____

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

07/17/2017

<u>Date Rec'd</u>	7/13/2017
<u>Clerk's File #</u>	LGL 2016-0036
<u>Renews #</u>	

Submitting Dept	CITY CLERK	Cross Ref #	ORD C35515
Contact Name/Phone	TERRI PFISTER 625-6354	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0260 - INITIATIVE 2016-6 VALIDATED PETITIONS		

Agenda Wording

Setting Hearing before City Council on Validated Initiative No. 2016-6 petitions regarding prohibition of oil and coal shipment by rail, filed by Todd Eklof, sponsor, for July 24, 2017.

Summary (Background)

In order to be placed on the November 7, 2017, ballot, 2,586 validated signatures are required. The validation breakdown reflects that the Spokane County Elections Office examined 5,057 signatures, of which 3,296 were approved. This constitutes 6.374 percent of the votes cast at the last general municipal election held November 3, 2015.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PFISTER, TERRI	<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>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

At the hearing on the validated initiative petition the initiative ordinance is given a second and final reading. Unless a motion is made and passed to grant the petition and pass the measure as requested in the initiative petition, the City Council adopts a resolution to place the measure on the ballot at the next available election, pursuant to section 82 of the City Charter.

Fiscal Impact

Select \$

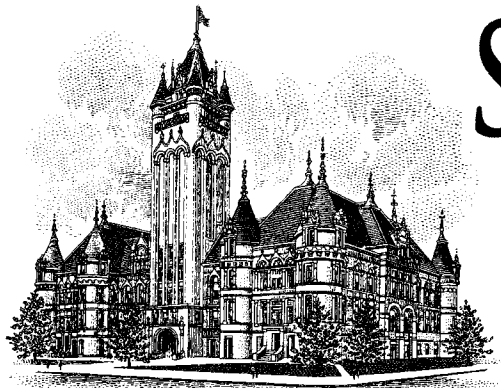
Select \$

Budget Account

#

#

Distribution List

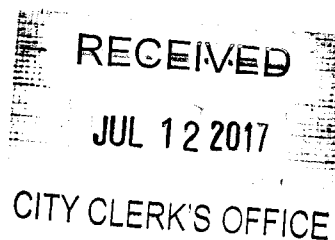


SPOKANE COUNTY COURT HOUSE

SPOKANE COUNTY

ELECTIONS DEPARTMENT

1033 W. Gardner Ave., Spokane, WA 99260-0025
(509) 477-2320 • Fax (509) 477-6607 • TDD: (509) 477-2333



STATE OF WASHINGTON)

County of Spokane)

ss.

CERTIFICATE

The Spokane County Elections Department does hereby certify that the following is a true and correct recapitulation of the results of the verification of signatures submitted by the City of Spokane on June 28, 2017 (Pages 1 – 269) in the matter of:

Initiative No. 2016 - 6 petitions filed by or on behalf of Todd Ecklof.

The required number of valid signatures to equal 5% of the number of registered voters who voted in the last General Municipal Election in the City of Spokane is 2,586.

The Spokane County Elections Office examined 5,057 signatures, of which 3,296 were approved and 1,761 were not approved.

SPOKANE COUNTY ELECTIONS DEPARTMENT

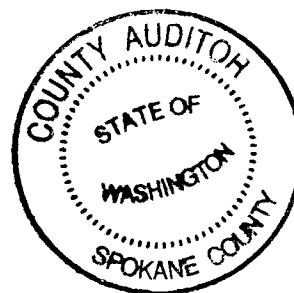
County Auditor

ATTEST:

Mike McLaughlin – Elections Manager

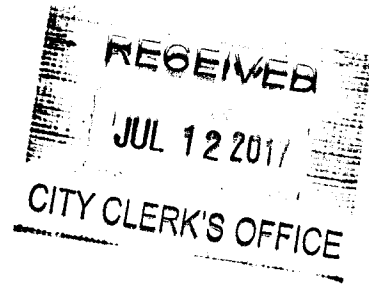
July 12, 2017

cc: File



City of Spokane

Petition	2016 - 6	
	Trains	
Required	2,586	
Signature Lines Reviewed	5,057	
Signatures Reviewed		
Approved	3,296	65.2%
Not Approved	1,761	34.8%
Not Registered	378	7.5%
Out of District	463	9.2%
Signed more than once	447	8.8%
Withdrawn	123	2.4%
Signatures Don't Match	343	6.8%
Blank Line	7	0.1%
Petition Pages Less than 20 Signatures	22	



Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE SPOKANE CITY COUNCIL

INITIATIVE NO. 2016-6

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed ordinance, known as Initiative No. 2016 - 6, a full, true, and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. If submitted to election, the proposed ordinance shall appear as the following proposition:

BALLOT TITLE

INITIATIVE REGARDING PROHIBITION OF OIL AND COAL SHIPMENT BY RAIL

Shall the Spokane Municipal Code be amended to make it a class 1 civil infraction for any person or entity to allow a rail car that it owns to ship uncontained coal and some types of oil by rail through the downtown Spokane core, or within 2,000 feet of a school, hospital, or the Spokane River.

YES
NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed ordinance is printed on reverse side of this page and continuing on the pages following)

PETITIONER'S SIGNATURE (in dark ink and as shown on signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE (street Address, City, State, Zip code)
1. Sada M. Showell	Sada Showell	2410 W. Sprague Ave #D2 Spokane, WA 99201
2. Ronald J. White	Ronald L. White	1407 N. Cedar St Spokane, WA 99205
3. Diana Anderson	Diana Anderson	14 E. 27th Avenue Spokane, WA 99203
4. Nancy Gillmer	Nancy Gillmer	710 E 12th Ave Spokane WA 99202
5. Corrine Alfaro	Corrine Alfaro	4519 S. St. Andrews Ln Spo. 99223
6. Carlene Wells	Carlene Wells	7315 E 44th Ave Spokane 99223
7. Susan Cameron	Susan Cameron	4319 S. Hogan Spokane 99205
8. Tara Zeigler	Tara Zeigler	2320 S. Havanast. Spokane, WA 99223
9. Kelsey Slans	Kelsey Slans	1730 W. Pacific Ave Spokane, WA 99201
10. Bethany McMulkin	Bethany McMulkin	1227 E. 28th Spokane, WA 99203
11. Karen Montague	Karen Montague	1427 E. Wilding Ct Spokane 99217
12. Virginia Moore	Virginia Moore	3206 W. 9th Ave Spokwa 99224
13. Merritt Anthony Zinn	Merritt Anthony Zinn	515 S Ralph Spokane WA 99202
14. Brian Donovan	Brian Donovan	457 W 21st Ave Spokane WA 99203
15. Heather Montgomery	Heather Montgomery	18 W 25th Spokane WA 99203
16. Becky Bennett	Becky Bennett	8 E 16 Spokane WA 99203
17. Patricia K. Hieken	Patricia K. Hieken	1408 E. 35th Spokane, WA 99203
18. Sharron K Lane	Sharron K Lane	1207 E Lyons Ave Spo 194 Spokane WA 99208
19. Robert Mike Nuess	Robert Mike Nuess	2025 E 10th Ave Spokane WA 99202
20. Mara Spitzer	Mara Spitzer	1010 S Rockwood Blvd #316 99202

THE SPONSOR OF THIS MEASURE IS TODD EKLOF, 3205 W. 9TH AVENUE, SPOKANE, WA 99224 (509)299-6408

RECEIVED

JUN 12 2017

SUMMARY OF THE MEASURE

CITY CLERK'S OFFICE

The Law as it Currently Exists:

Rail transportation of coal and oil is generally regulated by state and federal, which grants discretion to local regulations in certain circumstances. There is currently no City of Spokane law regulating or prohibiting the rail transport of coal or crude oil within the City.

The Effect of the Measure if Approved:

If approved, this proposed ordinance would amend the Spokane Municipal Code to make it a class 1 civil infraction for any person or entity to allow a rail car that it owns to ship uncontained coal and some types of oil by rail through the downtown Spokane core, or within 2,000 feet of a school, hospital, or the Spokane River

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly) Michael Bell, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

(Signature) Michael Bell (Date) 4-25-17

ORDINANCE NO. C-35515

An ordinance relating to a prohibition against rail car owners allowing the use of their rail cars to transport highly flammable oil and uncovered coal through specific areas of the City of Spokane that pose an essentially local hazard not currently provided for in federal railway safety regulations; adopting a new section to chapter 10.08 of the Spokane Municipal Code.

Whereas, federal statute adopted pursuant to the Commerce Clause of the United States Constitution delegates to state governments the power to implement supplemental rail safety laws and enforce them with civil fines, specifically, 49 U.S.C. § 20106(a)(2)(A-C) and (b)(1)(A-C), which allows the enforcement of state laws concerning essentially local safety hazards created by rail traffic until such time as the Secretary of Transportation specifically addresses the unique and essentially local issue of transporting highly flammable oil in conjunction with uncontained coal through Spokane's elevated rails in the downtown core and sole source drinking water aquifer; and

Whereas, the federal Ninth Circuit case of *Union Pacific Railway Co. v. California Public Utilities Commission*, (9th Cir. 2000) confirms that Congress has delegated its power under the Commerce Clause to the states for essentially local dangers, including the implementation of supplemental railway safety regulations and their enforcement with civil fines; and

Whereas, the Commerce Clause of the United States Constitution allows local governments, such as the City of Spokane, to impose generally applicable regulations which mitigate and/or attempt to prevent the negative local health and safety consequences of the interstate transportation of goods, *Huron Portland Cement Co. v. Detroit*, 362 U.S. 440 (1960), and the United States has further limited the reach of the Commerce Clause from interfering with essentially local issues of school safety and domestic violence; and

Whereas, the United States Constitution reserves rights for and grants un-enumerated rights to the States and the People to protect their health, welfare and safety, including residents of the City of Spokane, including but not limited to the language of Amendments 9 and 10, and federal law further obligates the City of Spokane to protect its wellheads from the danger of contamination; and

Whereas, Washington State Law requires the City of Spokane to provide drinking water safe from oil contamination to its water customers under, RCW 70.119A.060 and prohibits illegal trespass and nuisance on real property outside of a specified right of way; and

Whereas, the Washington State Constitution reserves rights of local control to the people and local jurisdictions and further directs them to protect property from unconsented nuisance and trespass and protect wellheads from potential dangers of contamination; and

Whereas, the City of Spokane has the duty to provide public safety, care for the health and welfare of its citizens within the city limits, and protect private and public property owners from trespass by contaminants such as uncontained coal from railway cars and the danger of leakage, explosion, fire, and trespass by Bakken crude and other highly flammable liquid petroleum delivered by railway cars; and

Whereas, uncontained coal railway cars distribute coal dust and rocks onto the rail tracks land beyond the right of way or permission granted to them while traveling through the City of Spokane, and this distribution of coal dust and rocks can constitute a substantial threat to the health, safety, and welfare of residents within the City of Spokane by increasing the likelihood of oil train derailments and infringement on the rights of property owners under state and local trespass and nuisance law; and

Whereas, the transport of some types of liquid petroleum, such as Bakken crude oil, by railway car within the boundaries of the City of Spokane, especially on elevated tracks in the downtown core contaminated by coal dust, is an ultra-hazardous activity that poses a grave and essentially local danger of fire and explosion to the health, safety, and welfare of residents of the City of Spokane, and this is a danger which has not currently been mitigated; and

Whereas, the Spokane River is connected to the Spokane Valley-Rathdrum Prairie Aquifer, which is the sole source of drinking water for residents of the City of Spokane and surrounding region; and

Whereas, seventeen schools have been identified to be within one mile of the potential blast zone, or the evacuation area, in the City of Spokane, including Lewis and Clark High School. Additionally, there are multiple medical facilities that would be impacted including Deaconess Hospital, Spokane Regional Health District, and Sacred Heart Medical Center; and

Whereas, on June 4, 2016, the day after an oil train derailment in Mosier, Oregon, emergency crews found an oil sheen in the Columbia River near the scene of the derailment and in July, the Oregon Department of Environmental Quality reported significant oil ground water contamination from a well monitor near the accident; and

Whereas, transporting highly flammable oil trains over elevated railways that are covered with uncontained coal dust through the most densely populated locale between the Bakken oil fields and Interstate 5 and also adjacent to the sole source drinking water aquifer for over 200,000 individuals is an essentially local hazard for which the Secretary of Transportation has not yet implemented safety rules; and

Whereas, the proposed regulations to restrict the owners of railway cars from permitting their cars from transporting oil with a vapor pressure of over 8 PSI and a flashpoint of under 73° F will cost less than four cents/gallon in oil conditioning according to the North Dakota Legislature and is thus not an undue burden on interstate commerce compared to the reduction in risk of harm; and

Whereas, the proposed regulations to restrict the owners of railway cars from permitting their cars from being used to transport uncontained coal is not unduly burdensome on interstate commerce because the cost of utilizing contained rail cars is extremely small per pound of coal based on the cost of the cars over their useful lifetime and any additional time in loading and unloading when compared to the reduction in risk of harm; and

Whereas, the proposed new section 10.08.068 to the Spokane Municipal Code is appropriate and necessary to provide for the public health, safety, and welfare by restricting the permissible routes for the transport of highly flammable oil and uncontained coal through the most critical areas of the City of Spokane; and

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That there is adopted a new section 10.08.068 to chapter 10.08 of the Spokane Municipal Code to read as follows:

10.08.068 Authority; Intent and Purpose; Prohibition

- A. The City's charter, adopted under the authority of Article XI, section 10 of the Washington State Constitution, and the grant of police power contained in Article XI, section 11 of the Washington State Constitution, and the Constitution of the United States and federal statute authorizes the City to make and enforce regulations to protect the public health and welfare within the City of Spokane.
- B. The City declares that the distribution of coal dust and rocks onto railway tracks carrying highly flammable oil trains is an inherently dangerous and ultra-hazardous activity and essentially local danger, and the distribution onto private and government owned land outside any railway right of way within the boundaries of the City of Spokane is an illegal trespass and nuisance.
- C. The City declares that the shipment of oil by rail is an inherently dangerous and ultra-hazardous activity and poses a grave danger that is essentially and uniquely local to the residents of the City of Spokane which must be mitigated.
- D. It is unlawful for any person to operate or to permit railway cars to ship oil or uncontained coal in the following areas:
 1. Within a downtown zone, as designated on the official City zoning map (Downtown Core (DTC), Downtown General (DTG), Downtown South (DTS), and Downtown University (DTU));
 2. within 2,000 feet of any school or hospital; or
 3. within 2,000 feet of the Spokane River,

For purposes of this section, "oil" means any petroleum substance having a vapor pressure of 8 psi or higher or a flash point below 73° F.

- E. Prohibitions.
 1. The owner of a railway car may not permit the transit of its railway car for the shipment of oil or coal within the boundaries of the City of Spokane is a class 1 civil infraction.
 2. The owner of a railway car permitting such illegal transit of its railway car used to ship oil or coal within the prohibited areas of the City of Spokane described in SMC 10.08.068(D) is a separate violation.
 3. Each entity participating in the shipment of the above described oil or coal by rail within the City of Spokane in a manner prohibited by this section is guilty of a class 1 civil infraction.
- F. Severability. Any portion of this section that is determined by a competent adjudicative authority to be illegal or pre-empted shall be severed from this section and the remainder of this section shall continue unaffected.

Section 2. Sunset Provision.

This ordinance shall be reviewed by the City Council for consistency with evolving technological safety measures and best practices no later than September 1, 2020.

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

07/10/2017

Date Rec'd

6/28/2017

Clerk's File #

CPR 1981-0295

Renews #Cross Ref #Submitting Dept

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions
AppointmentsRequisition #Agenda Item Name

0520 TWO APPOINTMENTS TO THE PLAN COMMISSION

Agenda Wording

Appointment of Carole Shook to fill a vacated term on the Plan Commission, with the term expiring on 12/31/2018. Appointment of Sylvia St. Clair to fill a vacated term on the Plan Commission, with the term expiring on 12/31/2017.

Summary (Background)

Appointment of Carole Shook to fill a vacated term on the Plan Commission, with the term expiring on 12/31/2017. Appointment of Sylvia St. Clair to fill a vacated term on the Plan Commission, with the term expiring on 12/31/2018.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

lkey@spokanecity.org

Additional ApprovalsPurchasing

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

07/10/2017

<u>Date Rec'd</u>	6/21/2017
<u>Clerk's File #</u>	ORD C35517
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN
<u>Contact Name/Phone</u>	ANDREW CHANSE 444-5305
<u>Contact E-Mail</u>	ACHANSE@SPOKANELIBRARY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0410 - SBO FOR LIBRARY FOR VARIOUS PROJECTS

Agenda Wording

Amending Ordinance No. C-35457 and appropriating funds in the Library Fund, FROM: Unappropriated Reserves, \$169,600; TO: Various Accounts, same amount.

Summary (Background)

This ordinance appropriates funding in the Library Fund for work related to Branding and Website improvements, carpeting of the 3rd floor and stage at the downtown library, and bi-monthly pest control services at the downtown library and branch library locations. The Library Board approved these additional appropriations at their most recent Board meeting.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 169,600	# Various Accounts - See Ordinance
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u>
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	achanse@spokanelibrary.org
<u>For the Mayor</u>	emaiani@spokanelibrary.org

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

ORDINANCE NO C35517

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Library Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

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

FROM:	1300-99999	Library Fund	
	99999-	Unappropriated Reserves	<u>\$ 169,600</u>
TO:	1300-30210	Library Fund	
	72160-54201	Contractual Services (Brand and Website Work)	\$45,000
	1300-56100	Library Fund	
	94000-56203	Building Improvements (Downtown 3 rd floor carpet and stage)	\$95,000
	1300-56500	Library Fund	
	72500-54101	Professional Services (Facility Services – all branches)	\$29,600
			<u>\$ 169,600</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriate additional funding for ongoing Library needs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



**BOARD OF TRUSTEES
SPOKANE PUBLIC LIBRARY
MEETING DATE: Tuesday, June 20, 2017**

AGENDA ITEM NUMBER: 12c

BACKGROUND:

We are seeking approval of the following expenditures:

- \$45,000.00 Brand and Website work

Amanda Donovan obtained quotes for work relevant to Spokane Public Library's brand and website. Klundt | Hosmer is the selected vendor for this project.

- \$95,000.00 Downtown Branch – 3rd floor carpet and stage

Jason Johnson obtained price quotes for a re-carpet of the Downtown Library's 3rd floor. This project will also create a place for community events on the 3rd floor of the library.

- \$29,600.00 Prime Pest Control

Corey Fitch works with Prime Pest Control to treat Indian Trail, Hillyard, South Hill, East Side Branches quarterly and the Downtown and Shadle Branches bi-monthly for bed bugs.

ACTION REQUIRED:

Approval of the expenditures listed above in the total of \$169,600.

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

07/17/2017

<u>Date Rec'd</u>	6/7/2017
<u>Clerk's File #</u>	RES 2017-0058
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	NATE ODLE 625-6288
<u>Contact E-Mail</u>	NODLE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0500 INDEMNIFICATION RESOLUTION

Agenda Wording

A resolution approving indemnification of City employees named as defendants in the Estate of Danny Cecil Jones, et al. v. City of Spokane, et al., USDC, Eastern District of Washington, Cause 2:16-cv-00325-JLQ.

Summary (Background)

F. Straub (former employee), K. King, R. Collins, C. Lyons, and S. Lesser (current employees) are named defendants in the above-referenced lawsuit. The allegations relate to the good faith performance of these employees' duties for the City of Spokane. The resolution provides for the defense of these individuals and any judgment rendered against them will be paid by the City or its insurance carrier(s). A determination of indemnity for punitive damages shall be made if such damages are awarded.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u>	7/10/17
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	nodle@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jasampson@spokanecity.org	
<u>Additional Approvals</u>		james.scott@ascrisk.com	
<u>Purchasing</u>		tdunivant@spokanecity.org	

Resolution Approving Indemnification
and
Defense of Employees of City of Spokane

WHEREAS, the City of Spokane has provided for defense and indemnification of employees of the City of Spokane who are sued in the good faith performance of their duties pursuant to SMC 3.07.200; and

WHEREAS, THE ESTATE OF DANNY CECIL JONES, by the Personal Representative Nancy Ann Jones; NANCY JONES, individually and as next friend to A.J. and H.J., the minor children of Danny C. Jones; DYLAN JONES; DANNY CHARLES JONES; and DEBORAH JONES have sued FRANK STRAUB; KEVIN KING; ROBERT COLLINS; COREY [sic] LYONS; and SCOTT LESSER in Spokane Superior Court, Cause No. 16-2-03230-8 subsequently removed to the United States District Court, Eastern District, Cause No. 2:16-cv-00325-JLQ; and

WHEREAS, at all times relevant, Frank Straub, Kevin King, Robert Collins, Cory Lyons, and Scott Lesser were employees of the City of Spokane; and

WHEREAS, all allegations made in the referenced lawsuit have to do with conduct while performing or in good faith purporting to perform their official duties and occurring solely because of the performance Frank Straub's, Kevin King's, Robert Collins's, Cory Lyons's, and Scott Lesser's duties for the City of Spokane; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that Frank Straub, Kevin King, Robert Collins, Cory Lyons, and Scott Lesser shall be defended by attorneys for the City of Spokane in connection with the matters identified above and any judgment rendered against them in that lawsuit will be paid by the City of Spokane or its insurance carrier(s), with the possible exception of punitive damages. Applicable law limits prospective indemnification for punitive damage awards. The City Council of the City of Spokane may agree to indemnify an award for punitive damages if and when such award is made at trial or other proceeding.

Adopted _____, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/17/2017

<u>Date Rec'd</u>	5/15/2017
<u>Clerk's File #</u>	ORD C35506
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
<u>Contact Name/Phone</u>	HEATHER 625-6854 TRAUTMAN
<u>Contact E-Mail</u>	HTRAUTMAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Final Reading Ordinance
<u>Agenda Item Name</u>	1200 IMPOUNDMENT OF UNAUTHORIZED VEHICLES

Agenda Wording

Adding a new section SMC 16A.61.577 for the Impoundment of Unauthorized Vehicles on Public Property.

Summary (Background)

Adding a new section defining a public impound on public property, listing of time restrictions authorized by RCW 46.55 subject of vehicle impoundment, designation of a public towing official under RCW 46.55.080(1) and the procedures outlined in RCW 46.55 for vehicle impoundment.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	Public Safety 5/15/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mmuramatsu@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mpiccolo@spokanecity.org	
<u>Additional Approvals</u>		tszambelan@spokanecity.org	
<u>Purchasing</u>		cmeidl@spokanepolice.org	
		jmallahan@spokanecity.org	

ORDINANCE NO. C35506

AN ORDINANCE relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 16A.61.577 SMC to read as follows:

16A.61.577 Impoundment of Unauthorized Vehicles on Public Property

A. Definitions

1. "Impound" means to take and hold a vehicle in legal custody. There are two types of impounds—public and private.
2. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
3. "Public Property" means any street, road, public highway or other publicly owned property.
4. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
 - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113
 - b. On a highway and tagged as described in RCW 46.55.085
 - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070
 - d. In violation of any of the restrictions subject to vehicle impoundment under Chapter 16A.61 SMC.

B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (4)(a) through (4)(c) above, or is in violation of any of the restrictions subject to vehicle impoundment set forth in section (4)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.

C. In addition to law enforcement officers, the Director of the Office of Neighborhood Services and Code Enforcement, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.

D. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Public Safety Committee
Date May 15, 2017

Subject

Proposal to amend SMC 16A.61 and add a section under 16A.61.577 Impoundment of Unauthorized Vehicles on Public Property, to create a public towing official.

Background

Currently duties in the impoundment of vehicles are assigned to the Spokane Police Department, specifically the Neighborhood Resource Officers. There are significant and critical services that NRO's perform in the neighborhoods in addition to the impound duties, and public safety is the highest priority.

The current process of complaint, investigation and notice to vehicle owners regarding abandoned and junk vehicle is undertaken through a consolidated intake. This process received 1,500 complaints in 2016 that resulted in 564 vehicles being referred to SPD for impoundment by a towing company. An impoundment occurs after warnings and attempts to notify the vehicle owner by Code Enforcement staff have failed. In addition, vehicle owners with 4 or more unpaid parking citations in collections that have received a late notice, a pre-collection notice, a collection notice and scoff law notice are eligible for impoundment. These vehicles are subject to booting and impoundment after a last opportunity to pay the parking citations does not occur within two business days of the placement of a boot.

The City Legal Department has reviewed the applicable sections of the Revised Code of Washington 46.55 regarding authorities for impounds. The proposed ordinance amendment would ameliorate capacity of the NRO's through the designation of an additional towing authority of the Director of the Office of Neighborhood Services and Code Enforcement (including the Parking Program) under a reference to "public official" under RCW 46.55.080(1) which vehicles are in violation of any time restrictions of RCW 46.55.010(14) if the vehicle is on public property.

Impact

The consolidation of process leading to impoundment could result in the assignment of impoundment duties to Code Enforcement and Parking staff, doubling of resources to address abandoned vehicles, junk vehicles, scoff law

vehicles and be of assistance for other impounds. In addition, impounds could be completed more quickly and closely to the voluntary compliance efforts. This proposal also allows for the Code Enforcement and parking staff, which also receive limited commissions from the SPD, to remove vehicles freeing NRO's to address higher priority calls for service.

Funding

No additional funding at this time would be required. Equipment, training and towing services would be accommodated within the current budget.

Action

Submit the proposed ordinance amendment to City Council for a hearing on June 5th.

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

07/10/2017

Date Rec'd

6/26/2017

Clerk's File #

ORD C35519

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN 6256269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 CLIMATE CHANGE, GLOBAL WARMING & SUSTAINABILITY ACTION PLAN

Agenda Wording

AN ORDINANCE relating to climate change, global warming, and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.

Summary (Background)

This ordinance will acknowledge the fact of anthropogenic climate change, and reaffirms the City's commitment to local, state, national, and global climate change mitigation efforts. The ordinance will codify the City of Spokane's greenhouse gas emissions (GHG) reduction goal: - 30% below the 2005 baseline level by the year 2030 and align the City of Spokane's GHG reduction goals with Washington state's reduction goals.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

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

Public Works

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

colsen@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

amcdaniel@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance will also codify the Sustainability Action Plan as the binding framework, going forward, for implementing City efforts related to climate change mitigation and adaptation, and energy security.

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

ORDINANCE NO. C35519

An ordinance relating to climate change and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.

WHEREAS, since 2001, when the City of Spokane joined the Cities for Climate Protection Campaign, sponsored by the International Council for Local Environmental Initiatives and the U.S. Environmental Protection Administration (Resolution 2001-0038, May 7, 2011), the City has taken a leading role in recognizing the threats of climate change and setting the standard in its response efforts; and

WHEREAS, in furtherance of these objectives, the City became a signatory to the U.S. Mayors Climate Protection Agreement (signed Feb. 1, 2007), adopted City Council Resolution 2010-0038 (June 28, 2010), which set greenhouse gas ("GHG") emissions reduction goals, and became a member of the U.S. Green Building Council; and

WHEREAS, the Mayor's Task Force on Sustainability produced the City's Sustainability Action Plan in 2009, intended to implement the City's "Near-Nature Quality of Life Initiative," adopted by Council Resolution 2007-0009 (Feb. 19, 2007); and

WHEREAS, our environmental efforts have not been limited to GHG emissions as the City of Spokane issued \$200 million in "green" bonds to: fund dramatic improvements in the health of the Spokane River; protect the Spokane Valley-Rathdrum Prairie aquifer which is the sole-source aquifer for residents of this area; promote efficient energy use by updating and maintaining distribution and treatment systems; and increase resiliency in the face of climate change and the growth of our region's population; and

WHEREAS, the City of Spokane has made sustainable infrastructure a priority, and has committed to adding more renewable power generation and exploring options for additional investment in "smart" technology; and

WHEREAS, by achieving net zero energy consumption through several measures, such as: converting the City's garbage fleet from diesel to compressed natural gas; requiring new City vehicles be more fuel efficient than the vehicles they replace; building the new energy-efficient Spokane Central Service Center to replace aging and inefficient buildings at the former Normandie complex; installing software that powers down computers when they are not in use; replacing the bulbs in traffic signals citywide with LED bulbs; installing more energy-efficient motors at water pump stations; changing out lighting in City facilities with more energy-efficient bulbs; and upgrading HVAC systems, the City is realizing the economic benefits of a sustainability-driven approach to local government; and

WHEREAS, the Intergovernmental Panel on Climate Change (“IPCC”) is a body jointly established in 1988 by the World Meteorological Organization (“WMO”) and the United Nations Environment Programme (“UNEP”), and has produced the world’s most authoritative and objective scientific and technical assessments in the field of climate change since 1990; and

WHEREAS, according to the IPCC’s 2014 Climate Change Report, “human influence on the climate system is clear and growing, with impacts observed across all continents and oceans. Many of the observed changes since the 1950s are unprecedented over decades to millennia. The IPCC is now 95 percent certain that humans are the main cause of current global warming. . . . the more human activities disrupt the climate, the greater the risks of severe, pervasive and irreversible impacts for people and ecosystems, and long-lasting changes in all components of the climate system”; and

WHEREAS, the City of Spokane has the responsibility and the authority to implement planning and regulations to ensure the health of its residents and its environment, including whatever efforts are needed and available at the municipal level to mitigate the effects of climate change in Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Title 15 of the Spokane Municipal Code is renamed “Environmental Protection.”

Section 2. That there is adopted a new chapter 15.05 of the Spokane Municipal Code to read as follows:

Chapter 15.05 Climate Change

Section 15.05.010 Acknowledgement of Climate Change

- A. It is the official policy of the City of Spokane to acknowledge and recognize the occurrence of human-caused climate change. The City also recognizes the vast scientific consensus regarding this matter, and acknowledges that the potential impacts of climate change pose a real threat to the health and well-being of Spokane’s citizens.
- B. It is the official policy of the City of Spokane to incorporate strategies, both with respect to the City’s own actions and the actions of those within the City limits, to reduce Spokane’s carbon footprint and support local, state, and national efforts to limit the release of greenhouse gases (“GHG”) into the atmosphere, incentivize the growth and development of a local clean energy economy, and secure the economic benefits of becoming an environmentally-responsible, sustainable, and resilient city.

Section 15.05.020 Greenhouse Gas Emissions Reduction Goals

- A. Pursuant to the City of Spokane's 2009 Greenhouse Gas Inventory, it is the goal of the City of Spokane to reduce GHG emissions by at least thirty percent (30%) below the 2005 baseline level by the year 2030.
- B. It is the intent of the City Council to keep the City of Spokane's Greenhouse Gas Emissions Reduction Goals aligned with the Washington state reduction goals.

Section 15.05.030 Sustainability Action Plan

- A. The City recognizes and intends that sustainability, resiliency planning, and a proactive response to the effects of climate change are essential for the ultimate success of the City's strategic planning, and that environmental considerations must always be a crucial part of our long-term planning.
- B. The City shall utilize the City of Spokane Sustainability Action Plan as the framework for developing and implementing the City's efforts related to climate change mitigation and adaptation, and energy security.

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:**

07/10/2017

<u>Date Rec'd</u>	6/20/2017
<u>Clerk's File #</u>	ORD C35520
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	DEAN GILES 625-6121	Project #	
Contact E-Mail	DGILES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700 - REVISION OF SPOKANE MUNICIPAL CODE TITLE 17F		

Agenda Wording

Ordinance to revise portions of the Spokane Municipal Code Title 17F, due to State adoption of 2017 National Electrical Code and State Amendments (WAC 296-43B), and to correct inaccurate references.

Summary (Background)

These changes are necessary due to the State adoption of the 2017 edition of the National Electrical Code, and to correct inaccurate references.

<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>	KEY, LISA	<u>Other</u>	PED 07/03/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	sbishop@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dgiles@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		jmallahan@spokanecity.org	
		jhappy@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Sections revised are: SMC 17F.050.010, 17F.050.090, 17F.050.140, 17F.050.190 and 17F.050.200.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35520

An ordinance relating to the building code; amending SMC sections 17F.050.010, 17F.050.090 and 17F.050.200

The City of Spokane does ordain:

Section 1. That section 17F.050.010 of the Spokane Municipal Code is amended to read as follows:

Section 17F.050.010 Adoption of the National Electrical Code

- A. The National Electrical Code, 2014-2017 Edition, as published by the National Fire Protection Association, is the electrical code for the City.
- B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296-46B-907, WAC 296-46B-908, WAC 296-46B-911-909, and WAC 296-46B- 911) are adopted as amendments and interpretations of the National Electrical Code.
- C. Persons doing electrical work are also required to comply with the state electrical installations laws.
- D. The National Electrical Code is further modified by the local amendments as provided in this chapter.

Section 2. That section 17F.050.090 of the Spokane Municipal Code is amended to read as follows:

Section 17F.050.090 Installation of Residential Service Entrance

- A. The service entrance conductors for a new single-family dwelling having five hundred square feet or more of habitable space must be installed in a raceway of not less than two-inch trade size which terminates in a two-hundred amp cabinet or panel containing a two-hundred amp main breaker or set of fuses. The conductors must be approved for carrying two hundred amperes. ~~Allowable ampacities of insulated conductors are as set forth in Table 310- 15(b)(6) and Tables 310-16 through 310-21 of the National Electrical Code.~~
- B. The service entrance cable for a new dwelling having less than five hundred square feet of habitable space or for rewiring an existing dwelling of any size may be installed either by the method provided in subsection (A) of this section or as exposed wiring on the exterior of the building, in accordance with the National Electrical Code.

- C. Section 3. That section 17F.050.140 of the Spokane Municipal Code is amended to read as follows:

Section 17F.050.140 Unapproved Work

- A. Whenever the inspector finds materials used or work performed which does not conform to this code, the inspector rejects the work and orders the permittee, in person or by phone, and later in writing if requested, to make all corrections in materials and workmanship necessary to satisfy this code within fifteen days, or within such longer time as the inspector may grant for good cause, unless the permittee timely appeals to the hearing officer.
- B. Whenever the inspector finds any electric wiring, apparatus or fixture:
1. being used or maintained in a dangerous or unsafe condition; or
 2. being installed, altered, or extended without a proper permit or by an unauthorized person;

~~the inspector notifies the building official. The building official inspector gives~~ written notice to the owners of the premises to take corrective action in a specified time.

- Section 4. That section 17F.050.190 of the Spokane Municipal Code is amended to read as follows:

Section 17F.050.190 Functions of Electrical Inspector

The electrical inspector has responsibility to:

- ~~A. process applications for electrical permits;~~
-
- ~~B. review and approve plans and diagrams;~~
-
- ~~C. A. conduct inspections of installation and equipment;~~
- ~~D. Make and promulgate rules, regulations and interpretations of the electrical code;~~
-
- ~~E. B. initiate proceedings, including prosecutions, to enforce the electrical code;~~
- ~~F. maintain records of permits issued and of all other administrative activities under the electrical code.~~

Section 5. That section 17F.050.200 of the Spokane Municipal Code is amended to read as follows:

17F.050.200 Hearing Officer

The hearing officer has jurisdiction over appeals pertaining to the electrical code as provided in ~~SMC 4.06.070~~ SMC 17G.050.070.

PASSED by the City Council on_____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17

CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)

SMC 17F.050.010

RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)

Update language to adopt the current version of the Electrical Code, and to correct a WAC reference. The State Electrical Code is WAC 296-46B.

[Title 17F](#) Construction Standards [Chapter 17F.050](#) Electrical Code

[Section 17F.050.010](#) Adoption of the National Electrical Code

- A. The National Electrical Code, ~~2014~~2017 Edition, as published by the National Fire Protection Association, is the electrical code for the City.
- B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296-46B-907, WAC 296-46B-908, WAC 296-46B-~~911~~909, and WAC 296-46B-911) are adopted as amendments and interpretations of the National Electrical Code.
- C. Persons doing electrical work are also required to comply with the state electrical installations laws.
- D. The National Electrical Code is further modified by the local amendments as provided in this chapter. Date

Passed: Monday, July 14, 2014

Effective Date: Thursday, August 28, 2014 ORD C35117 Section 2

EXPLANATION FOR WHY CHANGE IS RECOMMENDED

The State adopted the 2017 edition of the NEC effective on July 1, 2017.

The current language references subsection 911 twice. The first reference was intended to be section 909 which deals with misc State fees.

The State sets fees for miscellaneous electrical inspection, licensing, and permitting: WAC 296-46B-906 Inspection fees (addressed in SMC 08.02.032).

WAC 296-46B-907 Provisional permits (addressed in SMC 17F.050.020). WAC 296-46B-908 Class B permits. (addressed in SMC 17F.050.020).

WAC 296-46B-909 Electrical/telecommunications contractor's license, administrator certificate and examination, master electrician certificate and examination, electrician certificate and examination, copy, and miscellaneous fees. (These are State administered fees; the City of Spokane does not have regulatory authority).

WAC 296-46B-911 Electrical testing laboratory and engineer accreditation fees. (These are State administered fees; the City of Spokane does not have regulatory authority).

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.090	
RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
<p>Recommending the deletion of redundant reference.</p> <p>Title 17F Construction Standards Chapter 17F.050 Electrical Code</p> <p>Section 17F.050.090 Installation of Residential Service Entrance</p> <p>A. The service entrance conductors for a new single-family dwelling having five hundred square feet or more of habitable space must be installed in a raceway of not less than two-inch trade size which terminates in a two-hundred amp cabinet or panel containing a two-hundred amp main breaker or set of fuses. The conductors must be approved for carrying two hundred amperes. Allowable ampacities of insulated conductors are as set forth in Table 310-15(b)(6) and Tables 310-16 through 310-21 of the National Electrical Code.</p> <p>B. The service entrance cable for a new dwelling having less than five hundred square feet of habitable space or for rewiring an existing dwelling of any size may be installed either by the method provided in subsection (A) of this section or as exposed wiring on the exterior of the building, in accordance with the National Electrical Code.</p> <p>Date Passed: Monday, February 28, 2005</p> <p>Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4</p>	
EXPLANATION FOR WHY CHANGE IS RECOMMENDED	
<p>Instead of updating the reference to the correct Table numbers, it makes sense to delete the reference entirely.</p> <p>The allowable ampacity of insulated conductors is found in the NEC; the specific Table number does not need to be listed in this SMC Section. This number can change each code cycle, requiring ongoing updates to this SMC section.</p>	

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.140	
RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
Recommending the correction of a SMC reference.	
Title 17F Construction Standards Chapter 17F.050 Electrical Code Section 17F.050.140 Unapproved Work	
<p>A. Whenever the inspector finds materials used or work performed which does not conform to this code, the inspector rejects the work and orders the permittee, in person or by phone, and later in writing if requested, to make all corrections in materials and workmanship necessary to satisfy this code within fifteen days, or within such longer time as the inspector may grant for good cause, unless the permittee timely appeals to the hearing officer.</p> <p>B. Whenever the inspector finds any electric wiring, apparatus or fixture:</p> <ol style="list-style-type: none">1. being used or maintained in a dangerous or unsafe condition; or2. being installed, altered, or extended without a proper permit or by an unauthorized person; <p>the inspector notifies the building official. The building official <u>inspector</u> gives written notice to the owners of the premises to take corrective action in a specified time.</p>	
Date Passed: Monday, February 28, 2005	
Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4	
EXPLANATION FOR WHY CHANGE IS RECOMMENDED	
Electrical inspectors may issue a Notice of Violation directly, and do not need to involve the Building Official.	

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.190	
RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
<p>Recommending the correction of inaccuracies.</p> <p>Title 17F Construction Standards Chapter 17F.050 Electrical Code</p> <p>Section 17F.050.190 Functions of Electrical Inspector The electrical inspector has responsibility to:</p> <p>A. process applications for electrical permits; B. review and approve plans and diagrams;</p> <p>C. A. conduct inspections of installation and equipment;</p> <p>D. Make and promulgate rules, regulations and interpretations of the electrical code;</p> <p>E. B. initiate proceedings, including prosecutions, to enforce the electrical code;</p> <p>F. maintain records of permits issued and of all other administrative activities under the electrical code.</p> <p>Date Passed: Monday, February 28, 2005</p> <p>Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4</p>	
EXPLANATION FOR WHY CHANGE IS RECOMMENDED	
<p>The stricken lines are all the responsibility of the Building Official, not the Electrical Inspector.</p>	

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.200	
RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
<p>Recommending the correction of a SMC reference.</p> <p>Title 17F Construction Standards Chapter 17F.050 Electrical Code Section 17F.050.200 Hearing Officer</p> <p>The hearing officer has jurisdiction over appeals pertaining to the electrical code as provided in SMC 4.06.070 SMC 17G.050.070.</p> <p>Date Passed: Monday, February 28, 2005</p> <p>Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4</p>	
EXPLANATION FOR WHY CHANGE IS RECOMMENDED	
<p>The original reference (04.06.070) is problematic in two ways:</p> <ol style="list-style-type: none">1. It does not exist in the current SMC.2. Section 04.06 defines the purpose and functions of a Construction Review Board, which addresses appeals from the hearing officer. <p>Decisions pertaining to the Electrical Code are the responsibility of the Building Official. Appeals pertaining to the electrical code are inherently appeals of a Building Official decision. Appeals of a Building Official decision are the jurisdiction of the Hearing Examiner per SMC 17G.050.070 (B.2).</p>	

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

07/10/2017

Date Rec'd

6/19/2017

Clerk's File #

ORD C35521

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

First Reading Ordinance

Requisition #Agenda Item Name

4700 - DEVELOPER SERVICES - RICH AVENUE VACATION

Agenda Wording

An ordinance amending C-14765 vacating Rich Avenue from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street. (Bemiss and Hillyard Neighborhood Councils)

Summary (Background)

City Council passed the vacation Ordinance on December 24, 1956. At that time an easement was retained to protect a City water main in Rich Avenue from Market Street to Haven Street. The developer of the adjacent site has construction plans to move the water main. Final ordinance reading to hold off until construction is completed and approved.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WEST, JACQUE

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

PED 6/5/17

Finance

ORLOB, KIMBERLY

Distribution ListLegal

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For the Mayor

DUNIVANT, TIMOTHY

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Additional Approvals

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Purchasing

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htrautman@spokanecity.org

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35521

An ordinance amending Ordinance C-14765 vacating Rich Avenue, in the City of Spokane from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street.

The City of Spokane does ordain:

Section 1. That Rich Avenue, in the City of Spokane from Market Street to Haven Street, and Longfellow Avenue from Market Street to Haven Street, be, and the same are hereby vacated; ~~provided, however, the City of Spokane hereby reserves unto itself an easement in said vacated Rich Avenue for the maintenance, repair or reconstruction of an existing water main therein and providing that no structures shall be erected within said vacated area.~~

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council December 24, 1956.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney





Mayor

Date: _____

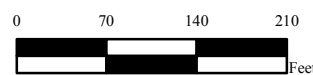
Effective Date: _____



Legend

-  Easement Area
-  Water Mains
-  Vacation Area
-  Property Lines

Vacation Amendment to Release an Easement



ORD C14765



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

Printed by: edjohnson
Print date: 5/15/2017

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

07/10/2017

Date Rec'd

6/13/2017

Clerk's File #

ORD C35522

Renews #Cross Ref #Submitting Dept

FINANCE & ADMIN

Contact Name/PhoneBEN 625-6586
STUCKART/GAVIN
COOLEYProject #Contact E-Mail

GCOOLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

ORDINANCE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

Agenda Wording

An ordinance creating the West Plains/Airport Area Public Development Authority and approving its charter and bylaws.

Summary (Background)

The creation of the West Plains/Airport Area Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the West Plains/Airport area and the further development of the Spokane International Airport and business park.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BUSTOS, KIM

Study Session

Study Session

Division Director

DUNIVANT, TIMOTHY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

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For the Mayor

DUNIVANT, TIMOTHY

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Additional Approvals

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Purchasing

ggemmill@spokanecounty.org

ORDINANCE NO. C35522

AN ORDINANCE CREATING THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington;

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function;

WHEREAS, the City and Spokane County have entered into an Interlocal Agreement regarding the formation of a public development authority for the West Plains/Airport area the purpose of which is to facilitate economic development of the Spokane International Airport/West Plains property through the creation of the West Plains/Airport Area Public Development Authority; and

WHEREAS, the City Council hereby further finds that the creation of the West Plains/Airport Area Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the West Plains/Airport area and the further development of the Spokane International Airport and business park; --

NOW, THEREFORE, the City of Spokane does ordain as follows:

1. That the West Plains/Airport Area Public Development Authority is hereby created pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 and the Interlocal Agreement entered into between the City and County dated ____; and
2. That the Interlocal Agreement pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) sets forth the terms and conditions between the City and the County for the operation of the West Plains/Airport Area Public Development Authority; and
3. That the attached Charter and Bylaws for the West Plains/Airport Area Public Development Authority are hereby approved.

PASSED BY THE CITY COUNCIL ON _____, 2017.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Date Mayor

Effective Date

**CHARTER OF THE
WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

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CHARTER OF THE WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

ARTICLE I

Name and Seal

Section 1.1 Name. The name of this Authority shall be the WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

Section 1.2 Seal. The Authority's seal shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

ARTICLE II

Authority and Limit on Liability

Section 2.1 Authority. The Authority is a public authority organized pursuant to RCW 35.21. 730 -755 and RCW 35.21.757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

Section 2.2 Limit on Liability. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

Section 2.3 Mandatory Disclaimers. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The West Plains/ Airport Area Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

ARTICLE III

Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Cooperation Agreement between the City and County

ARTICLE IV

Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City, County and the Spokane International Airport in their ability to improve the economic conditions in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and operation of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City and County pursuant to the Interlocal Agreement (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

ARTICLE V

Powers

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2. Powers Generally. Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes for

which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
 - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
 - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;
- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:

1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
 2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;
- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;

- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
 - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.
 - 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
 - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
 - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
 - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members of Congress, state legislators, city council members and county

commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:

- a. do not constitute a substantial part of the Authority's activities;
and
- b. are not specifically limited in its charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:
 - a. in good faith on behalf of the Authority, and
 - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services that the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities

as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

ARTICLE VI

Board of Directors

Section 6.1 Board Composition. An Administrative Board composed of the following positions shall govern the Authority:

- A. Permanent Board Members:
1. One City Airport Board designated representative selected by the City,
 2. One County Airport Board designated representative selected by the County,
 3. One County Executive,
 4. One Airport CEO,
 5. The City of Spokane City Administrator, and
- B. At-large Business Representative:
1. Two at-large business representatives who will be selected by the 5 permanent Board Members (as described in the above sub-paragraphs A).

For the purpose of this section, Airport Board shall means the Spokane Airport Board created pursuant to City of Spokane Number OPR 1986-0318 and Spokane County Resolution Number 1990-0082 (the "Airport Interlocal").

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or elected representative of the designated position and their term shall expire upon their departure from the City, County or Airport. At-large Business

Representative shall be for a period of three (3) years, or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Board members may only be removed from the Authority Board upon their departure from the City, County, or Airport Board; or as otherwise designated by the City or County in regards to the selection of Airport Board designated representatives in the Airport Interlocal.

ARTICLE VII

Meetings

Section 7.1 Board Meetings. The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. . At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to

maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

ARTICLE VIII

Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

ARTICLE IX

Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

ARTICLE X

Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall

give notice of the issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

ARTICLE XI

Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall revert to the Spokane International Airport.

ARTICLE XII

Approval of Charter

APPROVED by Ordinance No. _____ adopted by the City Council of the City of Spokane, Washington on _____, _____, 2017.

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

APPROVED by Resolution No. _____ adopted by the Board of County Commissioners of Spokane County, Washington on _____, _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

JOSH KERNS, Vice Chair

SHELLY O'QUINN, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

ARTICLE 1. DEFINITIONS

1.1 Authority

“Authority” means the West Plains/Airport Area Public Development Authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

1.2 Electronic Transmission

“Electronic transmission” means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

1.3 Written Notice

Any “written notice” may be given by electronic transmission.

ARTICLE 2. OFFICES

The registered office of the Authority in the state of Washington is _____Spokane, WA 99201. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Power

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

3.2 Number and Qualification

There shall be seven voting directors of the Authority’s Board.

The Board shall be composed of five permanent Board members and two at-large Board members as follows:

- a. Permanent Board Members:

- i. One City Airport Board designated representative selected by the City,
- ii. One County Airport Board designated representative selected by the County,
- iii. One County Executive,
- iv. One Airport CEO,
- v. The City of Spokane City Administrator, and

b. At-large Business Representative:

- i. Two at-large business representatives who will be selected by the 5 permanent Board Members (as described in the above subparagraphs 3.1).

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City, County or Airport. The at-large business representatives will serve 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.

3.4 Duties of a Director

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

3.5 Regular & Special Meetings

The Board shall meet as necessary, but not less than two meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

3.5.1 Open Public Meetings

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.

3.5.2 Parliamentary Authority

The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

3.5.3 Minutes

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

3.5.4 Applicability of General Laws

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.

3.6 Quorum

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.

3.7 Manner of Acting

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and

(e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal vote and have the right to vote in all Board decisions.

3.8 Participation by Telecommunication

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

3.10 Board Committees

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

3.10.1 Advisory Committees

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

3.13 Dissolution

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA," the Charter of the West Plains/Airport Area Public Development Authority and these Bylaws.

3.14 Compensation

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

4.2 Appointment and Term of Office

The officers of the Authority shall be elected at the annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

4.5 Chair

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

4.5 Vice-Chair

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

4.6 Treasurer

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The treasurer

shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

4.7 Secretary

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

4.8 Temporary Transfer of Powers and Duties

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS

5.1 Contracts

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

5.2 Loans

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

5.3 Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

5.4 Deposits

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

5.5 Loans to Directors and Officers

No loans shall be made by the Authority to any officer or to any director.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Books and Records

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

6.2 Fiscal Year

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

6.3 Amendments to these Bylaws

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the interlocal agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

6.5 Form of Seal

The seal of the Authority shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

6.6 Voting Requirement

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.8.

These Bylaws approved by City of Spokane Ordinance No. ____, adopted by the Spokane City Council on _____, 2017 and approved by the Spokane County Resolution No. ____, adopted by the Board of County Commissioners on _____, 2017.

Council President

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

JOSH KERNS, Vice Chair

SHELLY O'QUINN, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney