### 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

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

## Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
- d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
- e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
- f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
- 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

## THE CITY OF SPOKANE



## CURRENT COUNCIL &GENDA

MEETING OF MONDAY, DECEMBER 17, 2018

## 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 KATE BURKE
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for December 17, 2018:

User Name: COS Guest Password: 6953n5XZ

Please note the space in user name.

Also, both user name and password are case sensitive.

## CITY COUNCIL BRIEFING SESSION

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

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

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

### **ADDRESSING THE COUNCIL**

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

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

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

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

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

## **BRIEFING SESSION**

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

**Roll Call of Council** 

**Council Reports** 

**Staff Reports** 

**Committee Reports** 

contract price.

**Advance Agenda Review** 

**Current Agenda Review** 

# ADMINISTRATIVE SESSION CONSENT AGENDA

## **REPORTS, CONTRACTS AND CLAIMS**

## **RECOMMENDATION**

| 1. | Purchase without Contract with Aardvark (LaVerne, CA) utilizing GSA contract #GS-07F-141DA for 26 protective body armor for the SWAT team—\$81,642.59 (incl. tax and shipping).                            | Approve | OPR 2018-0790                |
|----|--|---------|------------------------------|
| 2. | Annual Value Blanket Order Renewal with Valmont Industries (Valley, NE) for traffic signal standards and luminaire standards—estimated annual expenditure \$238,045.51 (incl. tax).                        | Approve | OPR 2015-0923<br>BID 4173-15 |
| 3. | Contract Renewal with Larry Tangen (Chattaroy, WA) for investigative services for the Public Defender's Office from January 1, 2019 through December 31, 2019—not to exceed \$75,000 (incl. tax).          | Approve | OPR 2017-0076<br>RFP 4293-16 |
| 4. | Authorization to increase the administrative reserve on the Contract with L & L Cargile, Inc. for Sprague Avenue Rebuild Phase I—\$42,000 for a total administrative reserve of \$416,792.20 or 11% of the | Approve | PRO 2017-0011<br>ENG 2014080 |

| 5. | Three-year Master Contracts for Heavy Equipment  | <b>Approve</b> |
|----|--|----------------|
|    | Body Repair Services for Fire and Fleet Services | All            |
|    | with:  |                |

|     | <ul><li>a. Fleet Painting (Spokane, WA) (Primary Contract)—not to exceed \$450,000.</li></ul>  |         | OPR 2018-0791<br>BID 4501-18 |
|-----|--|---------|------------------------------|
|     | b. Kenworth Sales (Spokane, WA) (Secondary Contract)—not to exceed \$50,000.   |         | OPR 2018-0807<br>BID 4501-18 |
| 6.  | Interlocal Cooperation Agreement with the City of Spokane Valley for Hearing Examiner services, effective December 31, 2018—\$125 per hour revenue.  | Approve | OPR 2018-0792                |
| 7.  | Recommendation to list Warner House, 2627 South Manito Boulevard, on the Spokane Historic Register.  | Approve | OPR 2018-0793                |
| 8.  | 2018 Community Development Block Grant funding recommendations made by the CHHS Board and Affordable Housing Committee—\$2,500,000.  | Approve | OPR 2018-0794                |
| 9.  | Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Spokane Arterial Preservation Project - North (Phase 1)—\$2,422,422. An administrative reserve of \$242,242.20, which is 10% of the contract price, will be set aside, for a total of \$2,664,664.20. | Approve | OPR 2018-0795<br>ENG 2017148 |
| 10. | Contract Extension with the East Spokane Business Association to administer and operate the East Sprague PBIA/Business Improvement District from January 1, 2019, through December 31, 2022.   | Approve | OPR 2018-0796                |
| 11. | Consultant Agreement with Consultant Community Attributes Inc. (Seattle, WA) for the North River Bank Sub-Area Planning Project—\$75,000.  | Approve | OPR 2018-0797                |
| 12. | Contract with Cerium Networks, Inc. for SmartNet hardware maintenance and software support for Cisco Equipment from January 1, 2019, through December 31, 2019—\$215,759.07 (incl. tax).   | Approve | OPR 2018-0798<br>RFP 4500-18 |
| 13. | Contract with Nuvodia, LLC for Business Analysis<br>Professional Services for the Parking System<br>replacement system RFP/Implementation and<br>Special Events process re-engineering from  | Approve | OPR 2018-0799                |

January 1, 2019, through December 31, 2019—\$162,147.20 (incl. tax).

- 14. Contract with Software House International using **Approve** OPR 2018-0800 Master Agreement No. ADSPO16-130651, WA State Master Contract No. 06016, for purchase and implementation of SMARSH software from December 20, 2018, through December 19, 2019-\$62,801.02 (incl. tax).
- 15. Contract with Camtek, Inc. to provide the City Approve OPR 2018-0801 Facilities with an upgrade to our secure access control system from December 15, 2018, through June 14, 2019—\$80,152.61 (incl. tax).
- 16. Grant agreements with Washington State Approve Department of Ecology for building: All
  - a. CSO Basin 25 Control Facility—\$915,905.25.

    b. Erie Stormwater Facility—\$1,031,477.50.

    c. Third Avenue storm sewer from Sherman
    Street to Arthur Street (Pacific and Perry
    Infiltration Facility)—\$778,021.50.

    OPR 2018-0804
    ENG 2017177
    OPR 2018-0805
    ENG 2015130
    ENG 2016199
- 17. Extension of Service Maintenance Agreement with Approve OPR 2015-0300 Fairfax Imaging, Inc. for possible service and repairs of the payment processing machine (OCR) through implementation of payment processing at Spokane County of utility bill checks and money orders—\$16,051.54.
- 18. WSDOT Utility Agreement preserving City's ability to Approve OPR 2018-0809 proceed with a project that would reimburse WSDOT for construction of pipe casing under North Spokane Corridor for future City utilities use—\$900,000.
- 19. Report of the Mayor of pending claims and payments Approve & CPR 2018-0002 of previously approved obligations, including those of Parks and Library, through December 7, 2018, Payment total \$6,738,619.54, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,352,971.60.
- 20. City Council Meeting Minutes: November 29, Approve CPR 2018-0013 December 3, and December 6, 2018.

Request motion to suspend the Council Rules and add the following items (OPR 2018-0810, OPR 2018-0816, OPR 2018-0819, OPR 2017-0588, OPR 2017-0513, and OPR 2016-0988):

- 21. Agreement Amendment with The Guardians Approve OPR 2018-0810 Foundation to operate 2018-2019 Warming Centers—\$267,057.
- 22. Agreement with the Salvation Army to operate 2018- Approve OPR 2018-0816 2019 Warming Centers—\$323,250.
- 23. Contract with Iron Mountain Shredding, Inc. (Boston, Approve OPR 2018-0819 MA) to provide secured destruction services at the Waste to Energy plant—\$78,000.
- 24. Agreement Amendment B with Transitional Approve OPR 2017-0588 Programs for Women to administer the Women's Hearth Shelter Program—increase of \$88,851. Total agreement amount not to exceed \$114,654.
- 25. Agreement Amendment B with Volunteers of Approve OPR 2017-0513 America of Eastern Washington and Northern Idaho to administer the Hope House Shelter Program—increase of \$17,904. Total agreement amount not to exceed \$71,313.
- 26. Agreement Amendment F with Family Promise of Approve OPR 2016-0988 Spokane to administer the Family Promise 24/7 Shelter Pilot—increase of \$190,027. Total agreement amount not to exceed \$844,402.

## **EXECUTIVE SESSION**

(Closed Session of Council)

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

## CITY COUNCIL SESSION

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

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

## LEGISLATIVE SESSION

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

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

**ROLL CALL OF COUNCIL** 

#### **ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

## ADMINISTRATIVE REPORT

## **COUNCIL COMMITTEE REPORTS**

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

## **OPEN FORUM**

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

<u>Note</u>: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35720 Forfeiture Fund

FROM: Undesignated Reserves, \$30,000; TO: Confidential Funds, same amount.

(This action increases confidential funds used in police investigations.)

Request motion to suspend Council Rules and add the following items (ORD C35728 and ORD C35729):

ORD C35728 General Fund

FROM: Unappropriated Reserves, \$368,737;

TO: Other Miscellaneous Services, same amount.

(This action provides safe and warm places for people experiencing homelessness during upcoming months and to authorize the Mayor to enter into contracts for the expenditure of the funds.)

ORD C35729 General Fund

FROM: Admission Taxes, \$41,903;

**TO:** Transfer-Out to Asset Management, same amount;

and

Asset Management – Arts

FROM: Transfer-In from General Fund, \$41,903; TO: Contractual Services, same amount.

(This action provides additional funding to the Arts based on SMC 08.03.122.)

## **EMERGENCY ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

**ORD C35721** 

Relating to the right to construct, maintain, and operate a railway upon and across streets and alleys in Northeast areas of the City of Spokane, amending a portion of the route and alignment approved in Ordinance A204, and declaring an emergency.

Request motion to accept updated revised version of the following item (ORD C35722):

ORD C35722

Amending Ordinance No. C35678 vacating various right-of-ways in the City of Spokane to facilitate construction of the North Spokane Corridor; and declaring an emergency.

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0105 ENG 201165 Assessment Segregation for 25th Avenue from Freya Street to One-Half Block East of Rebecca Street. (Lincoln Heights Neighborhood) RES 2018-0106 ENG 2010088 ENG 2013213 Authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for Combined Sewer Overflow (CSO) Basin 26 Control Facility (\$26,509,166) and CSO Basin 33-1 Control Facility (\$11,853,948).

RES 2018-0107

Joint Resolution with Spokane County in the matter of authorizing the Airport Board to acquire property located on a portion of Spokane County Assessor Parcel 24063.9041 and 24063.9042, comprising of 5.43 acres of land which is adjacent to Spokane International Airport property.

**RES 2018-0108** 

Requesting allocation of the \$2 million in one-time Safe and Healthy strategic investments to increase affordable housing units, create a rental relocation program, create a program to assist landlords in expanding rental opportunities to individuals and families facing homelessness, and to further support the Envision Center HUD program.

Request motion to accept revised version of council member appointments (Attachment to RES 2018-0109):

RES 2018-0109

Regarding council member appointments to boards and committees (for 2019).

Request motion to suspend the Council Rules and add the following item (RES 2018-0110):

RES 2018-0110

Forming an ad hoc sustainability action subcommittee of the City Council's Public Infrastructure, Environment, and Sustainability Committee.

The following item (ORD C35697) has been deferred to the January 7, 2019, Agenda:

ORD C35697

Reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code. (Deferred from December 17, 2018 Advance Agenda.)

ORD C35723

(To be considered under Hearings Item H1.b.)

ORD C35724

(To be considered under Hearings Item H2.b.)

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35725

Relating to Imprest Funds for the Police Department's Investigations (increase from \$25,000 to \$50,000); amending SMC section 07.03.151 of the Spokane Municipal Code.

## The following item (ORD C35726) has been tabled indefinitely:

ORD C35726 Removing criminal penalties for homelessness; repealing sections

10.10.026 and 12.02.1010; and amending sections and 12.02.1002 and

12.06A.040 of the Spokane Municipal Code.

ORD C35727 Changing the zone from Office (O) to Office Retail (OR) for property

located at (Site A) 6221 and 6215 N. Maple Street, 6222 and 6214 N. Ash Street (Site B) 6221 and 6227 N. Walnut Street, 6222 and 6228 N. Maple Street in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Applicant: Land Use Solutions and

**Entitlement.)** 

#### **FURTHER ACTION DEFERRED**

## NO SPECIAL CONSIDERATIONS

## **HEARINGS**

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

## **RECOMMENDATION**

## Request motion to accept revised Assessment Roll for the following item (ORD C35723):

- H1. a. Hearing on the 2019 Assessments and Hold Hrg. Assessment Roll for the Downtown Spokane & Then Parking and Business Improvement Area. Close Hrg.
  - b. Final Reading Ordinance C35723 approving Pass Upon and confirming the 2019 assessments and Roll Call ORD C35723 assessment roll for the Downtown Spokane Vote Parking and Business Improvement Area, prepared under Ordinance C32923 as codified and amended in Chapter 4.31C SMC.

## Request motion to accept revised Assessment Roll for the following item (ORD C35724):

- H2. a. Hearing on the 2019 Assessments and Hold Hrg.
  Assessment Roll for the East Sprague Parking & Then
  and Business Improvement Area. Close Hrg.
  - b. Final Reading Ordinance C35724 approving Pass Upon ORD C35724 and confirming the 2019 assessments and Roll Call assessment roll for the East Sprague Parking Vote and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 4.31C SMC.

## **OPEN FORUM (CONTINUED)**

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

<u>Note</u>: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **ADJOURNMENT**

The December 17, 2018, Regular Legislative Session of the City Council is adjourned to January 7, 2019

Note: The regularly scheduled City Council meetings for Monday, December 24, 2018, and Monday, December 31, 2018, have been canceled. (There are no meetings on Monday, December 24, 2018 and Monday, December 31, 2018, due to the recognized observance of the Christmas and New Year's Day holidays.)

## **NOTES**

| SPOKANE Agenda Sheet                   | Date Rec'd      | 12/4/2018     |               |              |
|--|-----------------|---------------|---------------|--------------|
| 12/17/2018                             | Clerk's File #  | OPR 2018-0790 |               |              |
|  |                 |               | Renews #      |              |
| <b>Submitting Dept</b>                 | POLICE          |               | Cross Ref #   |              |
| <b>Contact Name/Phone</b>              | ERIC OLSEN      | 835-4505      | Project #     |              |
| Contact E-Mail                         | EOLSEN@SPOKAN   | NEPOLICE.ORG  | Bid #         | GS-07F-141DA |
| Agenda Item Type Purchase w/o Contract |                 |               | Requisition # | DO527000     |
| Agenda Item Name                       | SWAT BODY ARMOR | ₹             |               |              |

Approval to purchase 26 protective body armor for the SWAT team utilizing GSA contract # GS-07F-141DA with AARDVARK (La Verne, CA).

## **Summary (Background)**

Spokane Police SWAT Officers conduct high risk tactical operations in the City of Spokane. Officers assigned to SWAT have an increased risk of danger and are issued a higher level of body armor that includes increased side, shoulder and groin/upper leg protection. Current vests purchased in 2012 have expired and must be replaced. The cost of 26 new vests with accessories is \$81,642.59 including shipping and sales tax.

| ļ               |                |                |             |                           |                        |  |  |
|-----------------|----------------|----------------|-------------|---------------------------|------------------------|--|--|
| Fiscal Impact   |                | Grant related? | NO          | <b>Budget Account</b>     |                        |  |  |
|                 |                | Public Works?  | NO          |                           |                        |  |  |
| Expense         | <b>\$</b> 81,6 | 42.59          |             | <b>#</b> 5901-79115-21250 | -53528-68315           |  |  |
| Select          | \$             |                |             | #                         |                        |  |  |
| Select          | \$             |                |             | #                         |                        |  |  |
| Select          | \$             |                |             | #                         |                        |  |  |
| Approva         | als_           |                |             | Council Notifica          | tions                  |  |  |
| Dept Head       |                |                |             | Study Session             | PSCHC Meeting 12/03/18 |  |  |
| Division        | Director       | MEIDL,         | CRAIG       | <u>Other</u>              |                        |  |  |
| <u>Finance</u>  |                | SCHMI          | ΓΤ, KEVIN   | <b>Distribution List</b>  |                        |  |  |
| Legal           |                | ODLE, I        | MARI        | spdfinance                | spdfinance             |  |  |
| For the N       | <u>/layor</u>  | ORMSE          | BY, MICHAEL | cwahl                     |                        |  |  |
| Addition        | nal App        | <u>rovals</u>  |             |                           |                        |  |  |
| <u>Purchasi</u> | <u>ing</u>     |                |             |                           |                        |  |  |
|                 |                |                |             |                           |                        |  |  |
|                 |                |                |             |                           |                        |  |  |
|                 |                |                |             |                           |                        |  |  |

# Briefing Paper (Public Safety & Community Health Committee)

| Division & Department: Spokane Police Department  |  |  |  |  |  |
|---|--|--|--|--|--|
| Subject:  | Purchase of SWAT body armor  |  |  |  |  |
| Date:   | 12/3/18  |  |  |  |  |
| Contact (email & phone):  | Major Eric Olsen, 835-4505   |  |  |  |  |
| City Council Sponsor:   |  |  |  |  |  |
| Executive Sponsor:  |  |  |  |  |  |
| Committee(s) Impacted:  | Public Safety & Community Health                                     |  |  |  |  |
| Type of Agenda item:  |  |  |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)   | 6-year capital improvement plan                                      |  |  |  |  |
| Strategic Initiative:   | Safe & Healthy   |  |  |  |  |
| Deadline:   |  |  |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)  | Replacement of 26 pieces of protective body armor for the SWAT team. |  |  |  |  |
| Spokane Police SWAT Officers conduct high risk tactical operations in the City of Spokane. Officers assigned to SWAT have an increased risk of danger and are issued a higher level of body armor that includes increased side, shoulder and groin/upper leg protection.  The current SWAT body armor was manufactured in August 2012 and issued to officers in November of 2012. Tactical body armor has a service life of 6 years and the currently issued armor has expired. Current issued armor needs to be replaced.  The identified armor is lighter and more flexible and is a necessary piece of safety equipment for SWAT Officers.  Executive Summary:  Current vests are expired and in need of replacement  Cost of 26 new vests along with accessories totals \$81,642.59 after tax |  |  |  |  |  |
| Purchased using GSA contract #GS-07F-141DA  |  |  |  |  |  |
| Budget Impact:  Approved in current year budget?   Yes □ No □ N/A  Annual/Reoccurring expenditure? □ Yes ☑ No □ N/A  If new, specify funding source: SIP Funds (5901)  Other budget impacts: (revenue generating, match requirements, etc.)   |  |  |  |  |  |
| Operations Impact:  |  |  |  |  |  |
| Consistent with current operations/policy?   Yes  No  N/A  Requires change in current operations/policy?  Yes  No  N/A  Specify changes required:  Known challenges/barriers: None  |  |  |  |  |  |

| SPOKANE Agenda Sheet      | Date Rec'd                  | 11/28/2018    |               |
|---------------------------|-----------------------------|---------------|---------------|
| 12/17/2018                | Clerk's File #              | OPR 2015-0923 |               |
|                           |                             | Renews #      | 2015-0923     |
| <b>Submitting Dept</b>    | STREETS                     | Cross Ref #   |               |
| <b>Contact Name/Phone</b> | GARY KAESEMEYER 232-8810    | Project #     |               |
| <b>Contact E-Mail</b>     | GKAESEMEYER@SPOKANECITY.ORG | Bid #         | BID #4173-15  |
| Agenda Item Type          | Purchase w/o Contract       | Requisition # | VALUE BLANKET |
| Agenda Item Name          | FFIC SIGNALS, ETC.          |               |               |

Renewal of annual Value Blanket Order for Traffic Signal Standards and Luminaire Standards from Valmont Industries (Valley, NE) - Estimated annual expenditure - \$238,045.51 including tax

## **Summary (Background)**

On October 6, 2015 sealed bids were opened to provide the City of Spokane with an annual supply of Signal Standards and Luminaire Standards to be purchased on an "as needed" basis - City Council approved on 11/16/15 (OPR 2015-0923). This bid allows for four (4) one-year renewals - this is the third renewal. When a project has grant funding a separate approval document is used, said document is attached.

| Fiscal Impact            | Grant related? | NO           | Budget Account           |               |
|--------------------------|----------------|--------------|--------------------------|---------------|
| _                        | Public Works?  | NO           | -                        |               |
| Expense \$ 238,          | 045.51         |              | # various                |               |
| Select \$                |                |              | #                        |               |
| Select \$                |                |              | #                        |               |
| Select \$                |                |              | #                        |               |
| Approvals                |                |              | Council Notificat        | tions_        |
| Dept Head                | KAESEM         | IEYER, GARY  | Study Session            |               |
| <b>Division Director</b> | SIMMOI         | NS, SCOTT M. | <u>Other</u>             | PIES 11/26/18 |
| <u>Finance</u>           | ORLOB,         | KIMBERLY     | <b>Distribution List</b> |               |
| <u>Legal</u>             | ODLE, M        | 1ARI         | mhalpin                  |               |
| For the Mayor            | ORMSB          | , MICHAEL    | tprince                  |               |
| <b>Additional App</b>    | rovals         |              | gokihara                 |               |
| <u>Purchasing</u>        | PRINCE,        | THEA         | taxes & licenses         |               |
|                          |                |              |                          |               |
|                          |                |              |                          |               |
|                          |                |              |                          |               |

## **Briefing Paper**

## **REVISED**

| nent: Street Department  |  |  |  |  |  |
|--|--|--|--|--|--|
| Value Blanket Order Renewal for Traffic Signal Standards and   |  |  |  |  |  |
| Luminaire Standards  |  |  |  |  |  |
| 11/28/2018   |  |  |  |  |  |
| gokihara@spokanecity.org 232-8842  |  |  |  |  |  |
|  |  |  |  |  |  |
| Gary Kaesemeyer  |  |  |  |  |  |
| Public Infrastructure & Environmental Sustainability   |  |  |  |  |  |
| Consent Discussion Strategic Initiative  |  |  |  |  |  |
| 6 year Street Plan   |  |  |  |  |  |
|  |  |  |  |  |  |
| Current Contract expires 12/31/2018  |  |  |  |  |  |
| Provides a streamlined means of ordering signal standards for street projects and maintenance replacements where vehicles damage or knock down signal standards.   |  |  |  |  |  |
|  |  |  |  |  |  |
| ension of this contract with Valmont Industries.   |  |  |  |  |  |
| <ul> <li>Renews the existing request for bids #4173-15 awarded to Valmont Industries as a value blanket contract for one year.</li> <li>One more year of renewal remain on the contract.</li> <li>Valmont Industries has been a reliable supplier of this material meeting delivery timelines laid out in the bid.</li> <li>Allows the ordering of signal standard up to a cumulative amount of \$115,725.12</li> <li>\$238,045.51 including tax for 2019. The original briefing paper on the consent agenda for the PIES Committee meeting on November 26, 2018 included the wrong total figure of \$115,725.12. The correct cost for the projected quantities and cost is \$238,045.51 including tax.</li> <li>Signal Standards are paid for by project dollars or street maintenance dollars already budgeted.</li> </ul> |  |  |  |  |  |
| Budget Impact:  Approved in current year budget? Yes No N/A  Annual/Reoccurring expenditure? Yes No N/A  If new, specify funding source:  Other budget impacts: (revenue generating, match requirements, etc.)  Operations Impact:  Consistent with current operations/policy? Yes No N/A  Requires change in current operations/policy? Yes No N/A  Specify changes required:  Known challenges/barriers:   |  |  |  |  |  |
|  |  |  |  |  |  |



of Transportation

Public Interest Finding

(Please limit answers to the spaces provided, attached additional sheets as needed)

| Project Information  |                              |             |             |                   | ,                   |  |
|--|------------------------------|-------------|-------------|-------------------|---------------------|--|
| State/Local Project Number   | Project Name                 |             |             |                   |                     |  |
| 2015150  | Sprague/Sherman Bridge Plaza |             |             |                   |                     |  |
| Federal Aid Project Number   | NEPA Category                |             |             |                   | NEPA Clearance Date |  |
| Not Assigned   | ✓ CE                         | ΠEA         | EIS         |                   | 6-13-2018           |  |
| Region or Agency City of Spokane   | )                            | ₹. <u> </u> | -11:        |                   |                     |  |
| Amount   | Full Oversight               |             |             |                   |                     |  |
| 22,000   | Yes No                       |             |             |                   |                     |  |
| Public Interest Finding  |                              | n           |             |                   |                     |  |
| Select Type of PIF:  | ,                            |             |             | Regulatory Refe   | erence              |  |
| Agency Supplied Materials  | 3                            |             |             | 23 CFR 635.40°    |                     |  |
| FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding that it is in the public interest to require the contractor to use materials furnished by the agency or for sources designated by the agency. This requirement applies even if the material in question is non-participating. If the agency owns or controls a local natural materials source such as a borrow pit or stockpile of salvaged pavement material, the materials may be designated for either optional or mandatory use. Mandatory use will trigger the need for a PIF, optional use does not require a PIF. If the use of agency furnished manufactured materials is approved the use must be made mandatory. The requirement can also be found in the Local Agency Guidelines Chapter 44.22(g). |                              |             |             |                   |                     |  |
| Justification or Suppor  | ting Information             |             |             |                   |                     |  |
| Goal Statement   |                              |             |             |                   |                     |  |
| The City request to purcha<br>the Contractor, and be rein<br>Avenue to insure that the p   | nbursed for the purc         | hase cost   | at the inte | rsection of Shern |                     |  |
|  |                              |             |             |                   |                     |  |
| Description of Work  |                              |             |             |                   |                     |  |
|  | t-4t 4 - 00 - t-             | 1           | . ,         | 1                 | C NOT U             |  |
| This project will replace the to a conventional 4-way in   |                              |             |             |                   |                     |  |
|  |                              |             |             |                   |                     |  |
|  |                              |             |             |                   |                     |  |
|  |                              |             |             |                   |                     |  |
|  |                              |             |             |                   |                     |  |
|  |                              |             |             |                   |                     |  |

#### Cost Effectiveness Determination

The City of Spokane has a publicly bid purchasing contract for signal standard poles that is valid through 2018. The City purchasing contract contained Title VI language which can be found on page 14 under item "8a" in the attachment titled "Rebid Valmont's for Signals Luminiare".

#### Schedule Issues

Signal Standards typically take 12 weeks (60 working days) to ship once an order is placed. Subcontractors typically begin the ordering process after they have signed a contract with the Prime, which normally happens at the same time as the precon. The attached schedules shows pole delivery happening in mid November which presents a risk where weather delays could push this project to 2 seasons. Spokane had snow by mid November last year (see attached NOAA data) which caused all projects with lane restrictions to shutdown for the season.

## Buy America Compliance

The City of Spokane signal pole purchasing contract contained the WSDOT GSP language for "Buy America" as a required specification and the contract was awarded to a vendor that certified that their products meet the specification. See page 11 under item "HH" in the attached document titled "Rebid Valmont's for Signals Luminaires"

|  |  | m |  |  |
|--|--|---|--|--|
|  |  |   |  |  |
|  |  |   |  |  |

N/A

NEPA/SEPA Local Termini and Independent Utility

N/A

#### Conclusion

The City of Spokane recommends approval of Agency Supplied material to eliminate the risk of the project becoming a two season project by providing the poles to the Contractor during the early stages of construction rather than shutting down for month waiting for poles and gambling on the favorable weather conditions in November.

| Approvals      |                   |           |
|----------------|-------------------|-----------|
| Name           | Signature O O O O | Date      |
| Gerald Okihara | Journ Olyun       | 6/14/2018 |
| Name           | Signature         | Date      |
| Name           | Signature         | Date      |
| Name           | Signature         | Date      |

| SPOKANE Agenda Sheet for City Council Meeting of: |                  |                | Date Rec'd    | 12/4/2018  |
|---|------------------|----------------|---------------|------------|
| 12/17/2018  |                  | Clerk's File # | OPR 2017-0076 |            |
|   |                  |                | Renews #      |            |
| Submitting Dept                                   | PUBLIC DEFENDER  |                | Cross Ref #   | 2017-0075  |
| <b>Contact Name/Phone</b>                         | KATHY KNOX       | 835-5972       | Project #     |            |
| Contact E-Mail                                    | KKNOX@SPOKANECIT | Y.ORG          | Bid #         | RFP4293-16 |
| Agenda Item Type                                  | Contract Item    |                | Requisition # | 2019       |
| Agenda Item Name                                  | 0700 - TANGEN    |                |               |            |

Contract with Larry Tangen - Private Investigator, Chattaroy, WA, for investigative services for the Public Defender's Office. Contract cannot exceed \$75,000, including taxes. Contract term is January 1, 2019 through December 31, 2019.

## **Summary (Background)**

Public Defender's Office uses investigative services in the defense of cases for locating, interviewing and subpoenaing witnesses, photographing the incident scene, and testifying at pretrial, if necessary, on behalf of the defense. A competitive Request for Proposal resulted in the receipt of two proposals. Both Pulver Investigations and Larry Tangen were awarded the contract. This is the second year of 4 - one - year extensions.

| Fiscal Impact Grant re   |           | ated?    | NO      | <b>Budget Account</b>       |              |
|--------------------------|-----------|----------|---------|-----------------------------|--------------|
|                          | Public Wo | orks?    | NO      |                             |              |
| Expense <b>\$</b> 75,00  | 00.00     |          |         | # 0700-14100-15930-5410     | )5-99999     |
| Select \$                |           |          |         | #                           |              |
| Select \$                |           |          |         | #                           |              |
| Select \$                |           |          |         | #                           |              |
| <u>Approvals</u>         |           |          |         | <b>Council Notification</b> | <u>s</u>     |
| Dept Head                | KN        | IOX, KA  | THY     | Study Session               | UEC 12/10/18 |
| <b>Division Director</b> |           |          |         | <u>Other</u>                |              |
| <u>Finance</u>           | BU        | JSTOS, I | KIM     | <b>Distribution List</b>    |              |
| <u>Legal</u>             | JO.       | DLE, MA  | \RI     | llok@spokanecity.org        |              |
| For the Mayor            | OF        | RMSBY,   | MICHAEL | dcoley@spokanecity.org      |              |
| <b>Additional App</b>    | rovals    |          |         | rkokot@spokanecity.org      |              |
| <u>Purchasing</u>        | W         | AHL, CC  | ONNIE   | tangenIs@aol.com            |              |
|                          |           |          |         | cwahl@spokanecity.org       |              |
|                          |           |          |         |                             |              |
|                          |           |          |         |                             |              |



## City of Spokane

## **CONTRACT RENEWAL 2 OF 4**

## Title: LARRY TANGEN INVESTIGATIVE SERVICES

This Contract Renewal is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and LARRY TANGEN - PRIVATE INVESTIGATOR, whose mailing address is P.O. Box 113, Chattaroy, Washington, 99003 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS the City of Spokane Public Defender's office requires the services of a private investigator in the defense of its cases from time to time throughout the year;

WHEREAS, the initial contract provided for 4 additional one-year renewal, with this being the 2nd of those renewals.

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

### 1. CONTRACT DOCUMENTS.

The original Contract, dated January 12, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2019 and shall run through December 31, 2019.

#### 3. COMPENSATION.

The City shall pay a maximum annual cost not to exceed **SEVENTY FIVE THOUSAND**, and **00/100 DOLLARS** (\$75,000.00), including taxes, payable at the billable/hourly rate of **SIXTY FIVE AND 00/100 Dollars** (\$65.00), for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally-binding representatives affix their signatures below.

| LARRY TANGEN - PRIVATE INVESTIGATOR  | CITY OF SPOKANE         |
|--------------------------------------|-------------------------|
| By L. R. Ygm 11-14-18 Signature Date | By<br>Signature Date    |
| Type of Print Name                   | Type or Print Name      |
| Title                                | Title                   |
| Attest:                              | Approved as to form:    |
|                                      |                         |
| City Clerk                           | Assistant City Attorney |

18-202

| SPOKANE Agenda Sheet      | for City Council Meeting of:                        | Date Rec'd     | 11/27/2018    |
|---------------------------|---|----------------|---------------|
| 12/17/2018                |   | Clerk's File # | PRO 2017-0011 |
|                           |   | Renews #       |               |
| Submitting Dept           | ENGINEERING SERVICES                                | Cross Ref #    |               |
| <b>Contact Name/Phone</b> | KYLE TWOHIG 625-6152                                | Project #      | 2014080       |
| Contact E-Mail            | KTWOHIGSPOKANECITY.ORG                              | Bid #          |               |
| Agenda Item Type          | Contract Item                                       | Requisition #  | CR 19905      |
| Agenda Item Name          | 0370 - ADMIN RESERVE INCREASE - L & L CARGILE, INC. |                |               |

Authorization to increase the administrative reserve on the contract with L & L Cargile, Inc. for Sprague Avenue Rebuild Phase I - in the amount of \$42,000.00 for a total admininistrative reserve of \$416,792.20 or 11% of the contract price.

## **Summary (Background)**

Sprague Avenue Phase I from Helena to Stone, was a 2017 integrated road project. During construction there were three large changes that exhausted the administrative reserve. To cover those changes an additional \$78,000.00 of reserve was requested and approved in January 2018. During reconciliation of the final quantities an accounting error in favor of the contractor was found. The contractor also submitted several claims for additional administrative reserve of \$42,000.00 or 1% to finalize. (East Central Neighborhood Council.)

| Fiscal Impact            | Grant related? | NO                | Budget Accou              | <u>nt</u>      |
|--------------------------|----------------|-------------------|---------------------------|----------------|
|                          | Public Works?  | YES               |                           |                |
| Expense <b>\$</b> 42,00  | 00.00          |                   | # 3200 95103 9530         | 00 56501 99999 |
| Select \$                |                |                   | #                         |                |
| Select \$                |                |                   | #                         |                |
| Select \$                |                |                   | #                         |                |
| Approvals                |                |                   | Council Notific           | cations        |
| Dept Head                | TWOHIG         | i, KYLE           | Study Session             |                |
| <b>Division Director</b> | SIMMON         | NS, SCOTT M.      | <u>Other</u>              | pies 12-10-18  |
| <u>Finance</u>           | ORLOB,         | KIMBERLY          | Distribution Lis          | st             |
| <u>Legal</u>             | ODLE, N        | IARI              | eraea@spokanecity.org     |                |
| For the Mayor            | ORMSBY         | , MICHAEL         | mdoval@spokaneci          | ity.org        |
| Additional Approvals     |                | publicworksaccoun | ting@spokanecity.org      |                |
| <u>Purchasing</u>        | PRINCE,        | THEA              | htrautman@spokanecity.org |                |
|                          |                |                   | kgoodman@spokar           | necity.org     |
|                          |                |                   |                           |                |
|                          |                |                   |                           |                |

## **Briefing Paper** (PIES Committee)

|  | •   |  |  |  |
|--|---|--|--|--|
| Division & Department:   | Engineering Services  |  |  |  |
| Subject:   | Sprague Administrative Reserve Increase   |  |  |  |
| Date:  | 12/10/18  |  |  |  |
| Contact (email & phone):   | Joel Graff, jgraff@spokanecity.org, 625-7757  |  |  |  |
| City Council Sponsor:  | CM Beggs  |  |  |  |
| <b>Executive Sponsor:</b>  | Scott Simmons   |  |  |  |
| Committee(s) Impacted:   | PIES  |  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative   |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  |   |  |  |  |
| Strategic Initiative:  | Innovative Infrastructure   |  |  |  |
| Deadline:  |   |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)   | For council consideration. Request will be forwarded to the council agenda for approval.  |  |  |  |
| three large changes that exhau \$78,000 of reserve was request During reconciliation of the final The contractor also submitted  | oject in the East Central neighborhood. During construction there were isted the administrative reserve. To cover those changes an additional ted and approved in January 2018. The contractor was found. It is all quantities an accounting error in favor of the contractor was found. Several claims for additional compensation that were found to be valid. The image an additional \$42,000 to final the project. |  |  |  |
| <ul> <li>Executive Summary:         <ul> <li>During reconciliation of the final quantities a calculation error of the cost accounting in favor of the contractor was found. The contractor also submitted several claims for additional compensation that were found to be valid</li> <li>Payments have been issued to date for \$4,148,534.98. The authorized budget with administrative reserve is \$4,200,714.20</li> </ul> </li> <li>An additional \$42,000 is being requested to final the project</li> </ul> |   |  |  |  |
| Budget Impact:  Approved in current year budget?  Annual/Reoccurring expenditure?  If new, specify funding source:  Other budget impacts: (revenue generating, match requirements, etc.)   |   |  |  |  |
| Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:   |   |  |  |  |

| SPOKANE Agenda Sheet for City Council Meeting of: |   | Date Rec'd     | 12/3/2018     |
|---|---|----------------|---------------|
| 12/17/2018  |   | Clerk's File # | OPR 2018-0791 |
|   |   | Renews #       |               |
| Submitting Dept                                   | FIRE  | Cross Ref #    | OPR 2018-0807 |
| <b>Contact Name/Phone</b>                         | THEA PRINCE 625-6403  | Project #      |               |
| Contact E-Mail                                    | TPRINCE@SPOKANECITY.ORG   | Bid #          | BID #4501-18  |
| Agenda Item Type                                  | Contract Item   | Requisition #  | MASTER        |
| Agenda Item Name                                  | 0440 & 5100 FIRE AND FLEET SERVICES HEAVY EQUIPMENT BODY REPAIR |                |               |

Approve three (3) year Master Contract with the following two (2) vendors for Heavy Equipment Body Repair Services for Fire and Fleet Services. 1) Fleet Painting (Spokane, Wa) Primary Contract - Not to Exceed \$450,000.00 annually. Kenworth Sales - Not to exceed \$50,000

## **Summary (Background)**

On 11/12/18 sealed bids were received for Heavy Equipment Body Repair. Two (2) responses were received - two contracts are going to be awarded. A primary master contract with Fleet Painting and a secondary master contract with Kenworth Sales. These contracts will guarantee capacity for the body repair of heavy duty equipment at the Fire Department and Fleet Service as needed.

| Fiscal Impact Gran        | nt related? NO   | Budget Account           |                       |
|---------------------------|------------------|--------------------------|-----------------------|
| Pub                       | lic Works?       |                          |                       |
| NO Expense \$ 500,00      | 00.00            | # Various                |                       |
| Select \$                 |                  | #                        |                       |
| Select \$                 |                  | #                        |                       |
| Select \$                 |                  | #                        |                       |
| Approvals                 |                  | <b>Council Notificat</b> | ions                  |
| Dept Head                 | SCHAEFFER, BRIAN | Study Session            |                       |
| <b>Division Director</b>  | SCHAEFFER, BRIAN | <u>Other</u>             | PUBLIC SAFETY 12/3/18 |
| <u>Finance</u>            | BUSTOS, KIM      | <b>Distribution List</b> |                       |
| <u>Legal</u>              | ODLE, MARI       | dstockdill               |                       |
| For the Mayor             | ORMSBY, MICHAEL  | sriggs                   |                       |
| <b>Additional Approva</b> | ls               | Fire Accounting          |                       |
| <u>Purchasing</u>         | PRINCE, THEA     | Fleet Accounting         |                       |
|                           |                  |                          |                       |
|                           |                  |                          |                       |
|                           |                  |                          |                       |



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

## **Agenda Wording**

2) Kenworth Sales (Spokane, WA) Secondary Contract - Not to Exceed \$50,000 annually.

## **Summary (Background)**

Miscellaneous pieces of heavy equipment are in both the Fire Department and Fleet Services Department fleets. Many of these pieces of equipment are vital to the efficient running of these two departments.

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

# Briefing Paper Public Safety and Community Health t: Fire Department and Elect Services

| Division & Department:   | Fire Department and Fleet Services  |  |  |
|--|---|--|--|
| Subject:   | Heavy Equipment Body Repair Services  |  |  |
| Date:  | 11/20/18  |  |  |
| Contact (email & phone):   | dstockdill@spokanecity.org 435-7080   |  |  |
| City Council Sponsor:  | CM Kinnear  |  |  |
| <b>Executive Sponsor:</b>  | Schaeffer   |  |  |
| Committee(s) Impacted:   | Public Safety and Community Health Committee, Public Infrastructure and Environmental Sustainability  |  |  |
| Type of Agenda item:   | □ Consent □ Discussion □ Strategic Initiative   |  |  |
| Alignment: (link agenda item<br>to guiding document – i.e.,<br>Master Plan, Budget, Comp<br>Plan, Policy, Charter, Strategic<br>Plan)  | Capital Improvement Plan, FD Strategic Plan Goal #7 Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner. |  |  |
| Strategic Initiative:  | Public Safety and Community Health  |  |  |
| Deadline:  | January 1, 2019   |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)   | Body repair for Fire Department Heavy Apparatus and Fleet Services<br>Heavy Equipment   |  |  |
| Background/History: Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. These contracts will guarantee capacity to have equipment repaired in a timely manner, on an as-needed basis.  |   |  |  |
| Executive Summary: On 11/12/18 sealed bids were received for Heavy Equipment Body Repair. Two (2) responses were received – two contracts are going to be awarded. A primary master contract with Fleet Painting for a not to exceed amount of \$450,000.00 and a secondary master contract with Kenworth Sales for a not to exceed amount of \$50,000.00. Both companies are located in Spokane, WA. These contracts will guarantee capacity for as-needed body repair of heavy duty equipment at Fleet Services and heavy apparatus at Fire. |   |  |  |
| Budget Impact:  Approved in current year budget?   |   |  |  |
| Operations Impact:  Consistent with current operations/policy?  Requires change in current operations/policy?  Specify changes required: None  Known challenges/barriers: None   |   |  |  |

| SPOKANE Agenda Sheet      | for City Council Meeting of:                                    | Date Rec'd     | 12/3/2018     |
|---------------------------|---|----------------|---------------|
| 12/17/2018                |   | Clerk's File # | OPR 2018-0807 |
|                           |   | Renews #       |               |
| Submitting Dept           | FIRE  | Cross Ref #    | OPR 2018-0791 |
| <b>Contact Name/Phone</b> | THEA PRINCE 625-6403  | Project #      |               |
| Contact E-Mail            | TPRINCE@SPOKANECITY.ORG   | Bid #          | BID #4501-18  |
| Agenda Item Type          | Contract Item   | Requisition #  | MASTER        |
| Agenda Item Name          | 0440 & 5100 FIRE AND FLEET SERVICES HEAVY EQUIPMENT BODY REPAIR |                |               |

Approve three (3) year Master Contract with the following two (2) vendors for Heavy Equipment Body Repair Services for Fire and Fleet Services. 1) Fleet Painting (Spokane, Wa) Primary Contract - Not to Exceed \$450,000.00 annually. Kenworth Sales - Not to exceed \$50,000

## **Summary (Background)**

On 11/12/18 sealed bids were received for Heavy Equipment Body Repair. Two (2) responses were received - two contracts are going to be awarded. A primary master contract with Fleet Painting and a secondary master contract with Kenworth Sales. These contracts will guarantee capacity for the body repair of heavy duty equipment at the Fire Department and Fleet Service as needed.

| Fiscal Impact Gran         | t related? NO    | <b>Budget Account</b>    |                       |
|----------------------------|------------------|--------------------------|-----------------------|
| Publi                      | ic Works?        |                          |                       |
| NO Expense \$ 500,000      | 0.00             | # Various                |                       |
| Select \$                  |                  | #                        |                       |
| Select \$                  |                  | #                        |                       |
| Select \$                  |                  | #                        |                       |
| <b>Approvals</b>           |                  | Council Notification     | n <u>s</u>            |
| Dept Head                  | SCHAEFFER, BRIAN | Study Session            |                       |
| <b>Division Director</b>   | SCHAEFFER, BRIAN | <u>Other</u>             | PUBLIC SAFETY 12/3/18 |
| <u>Finance</u>             | BUSTOS, KIM      | <b>Distribution List</b> |                       |
| <u>Legal</u>               | ODLE, MARI       | dstockdill               |                       |
| For the Mayor              | ORMSBY, MICHAEL  | sriggs                   |                       |
| <b>Additional Approval</b> | <u>s</u>         | Fire Accounting          |                       |
| <u>Purchasing</u>          | PRINCE, THEA     | Fleet Accounting         |                       |
|                            |                  |                          |                       |
|                            |                  |                          |                       |
|                            |                  |                          |                       |



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

## **Agenda Wording**

2) Kenworth Sales (Spokane, WA) Secondary Contract - Not to Exceed \$50,000 annually.

## **Summary (Background)**

Miscellaneous pieces of heavy equipment are in both the Fire Department and Fleet Services Department fleets. Many of these pieces of equipment are vital to the efficient running of these two departments.

| Fiscal Impact |            | Budget Account |  |
|---------------|------------|----------------|--|
| Select        | \$         | #              |  |
| Select        | \$         | #              |  |
| Distrib       | ution List |                |  |
|               |            |                |  |
|               |            |                |  |
|               |            |                |  |
|               |            |                |  |

# Briefing Paper Public Safety and Community Health t: Fire Department and Elect Services

| ivision & Department: Fire Department and Fleet Services  |   |  |  |  |
|---|---|--|--|--|
| Subject:  | Heavy Equipment Body Repair Services  |  |  |  |
| Date:   | 11/20/18  |  |  |  |
| Contact (email & phone):  | dstockdill@spokanecity.org 435-7080   |  |  |  |
| City Council Sponsor:   | CM Kinnear  |  |  |  |
| <b>Executive Sponsor:</b>   | Schaeffer   |  |  |  |
| Committee(s) Impacted:  | Public Safety and Community Health Committee, Public Infrastructure and Environmental Sustainability  |  |  |  |
| Type of Agenda item:  | oxtimes Consent $oxtimes$ Discussion $oxtimes$ Strategic Initiative   |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)   | Capital Improvement Plan, FD Strategic Plan Goal #7 Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.   |  |  |  |
| Strategic Initiative:   | Public Safety and Community Health  |  |  |  |
| Deadline:   | January 1, 2019   |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)  | Body repair for Fire Department Heavy Apparatus and Fleet Services  |  |  |  |
| Background/History: Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. These contracts will guarantee capacity to have equipment repaired in a timely manner, on an as-needed basis. |   |  |  |  |
| received – two contracts are go<br>not to exceed amount of \$450,<br>to exceed amount of \$50,000.0   | received for Heavy Equipment Body Repair. Two (2) responses were bing to be awarded. A primary master contract with Fleet Painting for a 2000.00 and a secondary master contract with Kenworth Sales for a not 0. Both companies are located in Spokane, WA. These contracts will led body repair of heavy duty equipment at Fleet Services and heavy |  |  |  |
| Budget Impact:  Approved in current year budget?  |   |  |  |  |
| Operations Impact:  Consistent with current operations/policy?  Requires change in current operations/policy?  Specify changes required: None  Known challenges/barriers: None  |   |  |  |  |

| SPOKANE Agenda Sheet      | Date Rec'd  | 12/16/2014    |  |
|---------------------------|---|---------------|--|
| 12/17/2018                | Clerk's File #  | OPR 2018-0792 |  |
|                           |   | Renews #      |  |
| Submitting Dept           | HEARING EXAMINER  | Cross Ref #   |  |
| <b>Contact Name/Phone</b> | BRIAN MCGINN 6010   | Project #     |  |
| Contact E-Mail            | BMCGINN@SPOKANECITY.ORG   | Bid #         |  |
| Agenda Item Type          | Contract Item   | Requisition # |  |
| Agenda Item Name          | 0570, INTERLOCAL WITH CITY OF SPOKANE VALLEY FOR HEARING EXAMINER |               |  |

Interlocal cooperation Agreement between the City of Spokane Valley and the City of Spokane for Hearing Examiner services.

## **Summary (Background)**

The City of Spokane Valley has requested the City of Spokane's Hearing Examiner to conduct administrative and quasi-judicial hearings. The Hearing Examiner believes that he can hold hearings for the City of Spokane Valley without interfering with his Spokane work load. The City of Spokane Valley agrees to pay for such services at the rate of \$125.00 per hour plus reimbursement for travel in accordance with the City's current mileage rate.

| Fiscal Impact                 | Grant related? | NO        | <b>Budget Account</b>              |  |  |
|-------------------------------|----------------|-----------|------------------------------------|--|--|
|                               | Public Works?  | NO        |                                    |  |  |
| Revenue <b>\$</b> 125.00 hr   |                |           | <b>#</b> 0570-51500-99999-34149    |  |  |
| Select \$                     |                |           | #                                  |  |  |
| Select \$                     |                | #         |                                    |  |  |
| Select \$                     |                |           | #                                  |  |  |
| Approvals                     |                |           | Council Notifications              |  |  |
| Dept Head DALTON, PAT         |                | , PAT     | Study Session                      |  |  |
| <u>Division Director</u>      |                |           | <u>Other</u>                       |  |  |
| Finance BUSTOS, KIM           |                | KIM       | Distribution List                  |  |  |
| Legal DALTON, PAT             |                | , PAT     | areid@spokanecity.org              |  |  |
| For the Mayor ORMSBY, MICHAEL |                | , MICHAEL |                                    |  |  |
| Additional Approvals          |                |           | State Auditor                      |  |  |
| <u>Purchasing</u>             |                |           | Mail original to: Susan K. Bullock |  |  |
|                               |                |           | City of Spokane Valley             |  |  |
|                               |                |           | 10210 E Sprague Ave                |  |  |
|                               |                |           | Spokane Valley, WA 99206           |  |  |

Return to:

Office of the City Clerk

808 West Spokane Falls Blvd. Spokane, Washington 99201

| City Clerk's No. | City | Clerk's | No. |  |  |  |
|------------------|------|---------|-----|--|--|--|
|------------------|------|---------|-----|--|--|--|



## INTERLOCAL COOPERATION AGREEMENT BETWEEN

## CITY OF SPOKANE AND THE CITY OF SPOKANE VALLEY FOR HEARING EXAMINER SERVICES

This Agreement is between the CITY OF SPOKANE VALLEY, a Washington State municipal corporation, (Spokane Valley), and the CITY OF SPOKANE, a Washington State municipal corporation, (City), jointly referred to hereinafter as the "Parties".

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Spokane Valley recently cancelled its interlocal agreement with Spokane County for provision of hearing examiner services, effective December 31, 2018. As of January 1, 2019, Spokane Valley will not have a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters within its jurisdictional boundaries; and

WHEREAS, the City has adopted an ordinance that authorizes its Hearing Examiner to act as a hearing examiner pro-tem for other governmental entities to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest or other reason; and

WHEREAS, the Hearing Examiner is a City employee, serves the City of Spokane in that capacity and is a duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters.

Now, therefore, the Parties agree as follows:

- 1. <u>PURPOSE</u>. This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Spokane Valley to conduct administrative and quasi-judicial hearings. See Scope of Work attached as Exhibit A.
- 2. <u>COMPENSATION</u>. Spokane Valley agrees to pay the City for hearing examiner services at the rate of \$125.00 per hour, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner shall keep a log of the number

of hours worked and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner shall not be considered an employee of Spokane Valley when performing services pursuant to this Agreement.

- 3. <u>PAYMENT</u>. Spokane Valley shall submit payment within 30 days of receipt of invoice for services rendered, payable to the City of Spokane, Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.
- 4. <u>AUTHORIZATION FOR SERVICES</u>. The Spokane Valley City Manager shall be responsible for the administration of this Agreement and the requesting of services from the Hearing Examiner.
- 5. <u>AGREEMENT NOT EXCLUSIVE</u>. The City of Spokane's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Spokane Valley. This Agreement is not exclusive and Spokane Valley may designate other hearing examiners pro-tem to hear similar matters as authorized by local ordinance or resolution.
- 6. <u>DURATION</u>. This Agreement is effective upon signature by both Parties and filing as required by law, and shall continue in operation until terminated by one of the Parties. Either Party may terminate this Agreement upon at least 60 days written notice to the other Party. The Parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings that must be held by the Hearing Examiner. Spokane Valley understands and acknowledges that the City cannot guarantee that its Hearing Examiner will be available at all times that may be requested.
- 7. <u>DECISIONS</u>. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Spokane Valley. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise his best efforts to render a written decision with findings and conclusions within 30 calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by Spokane Valley.
- 8. <u>ADMINISTRATIVE SUPPORT</u>. Spokane Valley shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. If the Hearing Examiner uses his own secretary, for secretarial support, secretarial support time will be billed to Spokane Valley at a rate of \$30 per hour.
- 9. <u>AGREEMENT ADMINISTRATION</u>. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of pursuant to this Agreement.

- 10. <u>LEGAL RELATIONS AND INDEMNIFICATION</u>. Spokane Valley shall indemnify, defend and hold harmless the City, its officers, employees including the Hearing Examiner, and agents from any action, claim or proceedings instituted by any third party, arising out of the performance, purported performance or failure of performance of professional services rendered in good faith by the City's Hearing Examiner pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless Spokane Valley, its officers, employees and agents from any action, claim or proceedings arising from the negligence of the City, its officers, employees including the Hearing Examiner, and agents, except to the extent of the concurrent negligence of Spokane Valley.
- 11. <u>TERMINATION</u>. If the Agreement is terminated, Spokane Valley shall reimburse the City for any services performed pursuant to this Agreement that have not at the time of termination been paid for and which the Parties have previously agreed is compensable work.
- 12. <u>VENUE</u>. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
- 13. <u>ALL WRITING AS CONTAINED HEREIN</u>. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
- 14. <u>RECORDING</u>. This Agreement shall be recorded with the Spokane County Auditor after its approval by both Parties.
- 15. CHAPTER 39.34 RCW REQUIRED CLAUSES.
- A. <u>Purpose</u>. See Section 1 above.
- B. <u>Duration</u>. See Section 6 above.
- C. <u>Organization of Separate Entity and Its Powers</u>. See Section 9 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section 14 above.
- F. Financing. See Section 2 above.
- G. <u>Termination</u>. See Section 11 above.

| H. Property upon Termination. No prop | perty acquisitions expected.          |
|---------------------------------------|---------------------------------------|
| IN WITNESS WHEREOF, the parties       | s hereby execute the above Agreement: |
| Dated this <u>H</u> day of <u>N</u> A | remph 2018                            |
|                                       | - Christing and a second              |
|                                       | CITY OF SPOKANE VALLEY, WASHINGTON    |
|                                       | Mark Calhoun, City Manager            |
| Attest:                               | Approved as to form:                  |
| Christine Bainbridge, City Clerk      | Office of the City Attorney           |
| Dated this day of                     |                                       |
|                                       |                                       |
|                                       | CITY OF SPOKANE, WASHINGTON           |
|                                       | Ву                                    |
|                                       | Title                                 |
| Attest:                               | Approved as to form:                  |
| Spinger                               | + at Dolton                           |
| City Clerk                            | Assistant City Attorney               |

18-135

## Scope of Work

The Hearing Examiner will conduct all aspects of various types of public hearings for the City on an *ad hoc* basis as needed. The majority of hearings are for decisions on land use applications, including, but not limited to preliminary plats, conditional use permits, variances, appeals on State Environmental Policy Act (SEPA) determinations, planned unit developments, and other similar land use applications. The Hearing Examiner will also conduct any appeals of administrative Code Enforcement violation and dangerous dog determinations. Lastly, the City may request that the Hearing Examiner conduct other types of hearings relating to television franchises or other quasi-judicial matters.

The City anticipates the following scope of work for the Hearing Examiner:

Hearing Examiner Services shall include all time spent by the Hearing Examiner in making site visits, preparing for and conducting public hearings or appeals, reviewing the record and applicable evidence, drafting written decisions and rulings, organizing and mailing decisions or recommendations to appropriate parties, drafting necessary correspondence, and conducting other duties pursuant to chapter 18.20 SVMC as adopted or amended.

Hearing Examiner Services shall also include the time spent by the Hearing Examiner in meeting with City staff to discuss improvements to the City's Hearing Examiner system, if specifically requested by the City Manager or his/her designee, and reporting to and meeting with the City Council and/or Planning Commission as requested by City staff.

The Hearing Examiner shall charge and retain the costs of preparing and certifying records and transcripts for appeals of City Hearing Examiner decisions from the appellant as provided by statute or SVMC.

The Hearing Examiner may consult with City staff on any issue related to the performance of Hearing Examiner Services under the terms of the Agreement.

Hearings shall be held in a location or locations and at such times as designated by the City.

| SPOKANE Agenda Sheet      | Date Rec'd                          | 12/3/2018      |               |
|---------------------------|-------------------------------------|----------------|---------------|
| 12/17/2018                |                                     | Clerk's File # | OPR 2018-0793 |
|                           |                                     | Renews #       |               |
| Submitting Dept           | HISTORIC PRESERVATION               | Cross Ref #    |               |
| <b>Contact Name/Phone</b> | MEGAN 625-6543                      | Project #      |               |
| Contact E-Mail            | MDUVALL@SPOKANECITY.ORG             | Bid #          |               |
| Agenda Item Type          | Contract Item                       | Requisition #  |               |
| Agenda Item Name          | 0470 - WARNER HOUSE SRHP NOMINATION |                |               |

# **Agenda Wording**

Recommendation to list the Warner House, 2627 S Manito Boulevard, on the Spokane Register of Historic Places.

# **Summary (Background)**

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Warner House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

| Fiscal Impact            | Grant related?   | NO        | Budget Account               |  |
|--------------------------|------------------|-----------|------------------------------|--|
|                          | Public Works?    | NO        |                              |  |
| Neutral \$               |                  |           | #                            |  |
| Select \$                |                  |           | #                            |  |
| Select \$                |                  |           | #                            |  |
| Select \$                |                  |           | #                            |  |
| Approvals                |                  |           | <b>Council Notifications</b> |  |
| Dept Head                | DUVALL,          | MEGAN     | Study Session                |  |
| <b>Division Director</b> | <u>r</u> KINDER, | DAWN      | <u>Other</u>                 |  |
| <u>Finance</u>           | BUSTOS,          | KIM       | Distribution List            |  |
| <u>Legal</u>             | PICCOLC          | , MIKE    | mduvall@spokanecity.org      |  |
| For the Mayor            | ORMSBY           | , MICHAEL | sbishop@spokanecity.org      |  |
| Additional App           | provals          |           | dkinder@spokanecity.org      |  |
| <u>Purchasing</u>        |                  |           |                              |  |
|                          |                  |           |                              |  |
|                          |                  |           |                              |  |
|                          |                  |           |                              |  |

# Findings of Fact and Decision for Council Review Nomination to the Spokane Register of Historic Places

Warner House - 2627 South Manito Boulevard

### **FINDINGS OF FACT**

- 1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."
  - Completed in 1916; the Warner House meets the age criteria for listing on the Spokane Register of Historic Places.

# 2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- The Warner House is significant under both categories B and C for the Spokane Register.
- The property is eligible for listing under Category B for its association with William Warner, a prominent railroad agent during the zenith of his career and most-productive period of his life.
- The property is also significant under Category C, architecture, as a fine example of the Craftsman style. It was designed for the Warner family by the Ballard Plannery Company.
- The building's period of significance is from 1916-1956, identified by the construction date until 1956 when Ella Warner died, leaving the house to their only son, James. It was rented out until purchased by the current owners in 1987.
- The Warner House embodies the distinctive characteristics of the Craftsman style as evidenced by the home's prominent horizontal emphasis, low-pitched roof, wide eaves, deep bargeboards, wide horizontal stringcourses, narrow-width horizontal clapboard siding, flared exterior walls, thick porch piers, and an ashlar basalt stone porch wall and foundation.
- 3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."
  - The Warner House remains almost completely intact, except for a change to the second floor balcony which was enlarged and a baluster added and a small rear porch that was enclosed; it retains excellent integrity in original location, materials, design, workmanship and association.
- 4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

### RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the William and Ella Warner House according to the appropriate criteria at a public hearing on 11/28/18 and recommends that the building be listed on the Spokane Register of Historic Places under Categories B and C.

After Recording Return to: Office of the City Clerk 5<sup>th</sup> Floor Municipal Bldg. 808 W. Spokane Falls Blvd. Spokane, WA 99201-3333

#### NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

LOT 13 IN BLOCK 32 OF MANITO PARK ADDITION, AS PER PLAT THEREOF RECORDED IN PLATS, PAGE 98. SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into

Parcel Number 35293.1712, is governed by a Management Agreement between the City of Spokane and the Owner(s), Paul Lee & Deborah Suzanne Markham, of the subject property.

| City | Clerk No | ). |
|------|----------|----|
|      |          |    |

### MANAGEMENT AGREEMENT

The Management Agreement is entered into this **28th** day of **November 2018**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Paul L. & D. Suzanne Markham** (hereinafter "Owner(s)"), the owner of the property located at **2627 South Manito Boulevard** commonly known as the **William & Ella Warner House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

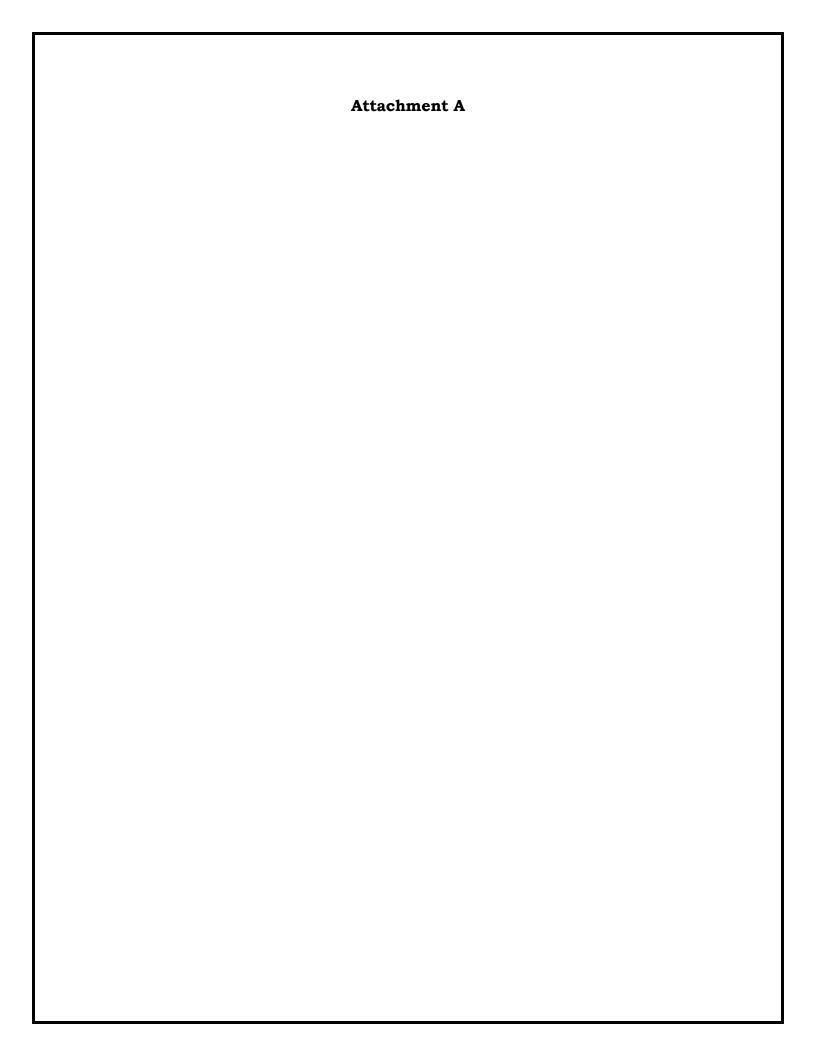
NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
  - (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

| This Agreement is entered into the year and date first above written. |                 |  |
|---|-----------------|--|
| Owner   | Owner           |  |
| CITY OF SPOKANE   |                 |  |
| HISTORIC PRESERVATION OFFICER   | MAYOR           |  |
| Megan M.K. Duvall   | David A. Condon |  |
| ATTEST:   |                 |  |
| City Clerk  |                 |  |
| Approved as to form:  |                 |  |
| Assistant City Attorney   |                 |  |

| STATE OF)   |   |
|---|---|
| County of ) ss.   |   |
| On this day of _undersigned, a Notary Public in an personally   | , 2018, before me, the nd for the State of, appeared  |
| instrument, and acknowledged that (his/her/their) free and volume purposes therein mentioned.   |   |
| this day of, 20   | · ·   |
|   | Notary Public in and for the State of, residing at  My commission expires   |
| STATE OF WASHINGTON ) ) ss. County of Spokane )   |   |
| Notary Public in and for the State of VA. CONDON, MAYOR and TERRI L. PFI the City Clerk, respectively, of the corporation that executed the with acknowledged the said instrument to be said municipal corporation, for the use | , 2018, before me, the undersigned, a Washington, personally appeared DAVID ISTER, to me known to be the Mayor and control CITY OF SPOKANE, the municipal chin and foregoing instrument, and be the free and voluntary act and deed of the sand purposes therein mentioned, and the zed to execute said instrument and that said corporation. |
| IN WITNESS WHEREOF, I have this day of, 20  | hereunto set my hand and official seal 018.   |
|   | Notary Public in and for the State of Washington, residing at Spokane   |
|   | My commission expires   |



# Secretary of The Interior's Standards

- **1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- **2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- **3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- **4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- **5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- **6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- **7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- **8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- **9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

# Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, 3<sup>rd</sup> Floor 808 W. Spokane Falls Boulevard, Spokane, WA 99201

| 1. HISTORI                                       | C NAME                           |                                      |   |  |
|--|----------------------------------|--------------------------------------|---|--|
| Historic Name                                    |                                  | WILLIAM & ELLA WARNER HOUSE          |   |  |
| Common Nar                                       | nes                              | Markham House                        |   |  |
|  |                                  |                                      |   |  |
|  |                                  |                                      |   |  |
| 2. LOCATIO                                       |                                  |                                      |   |  |
| Street & Num                                     |                                  | 2627 South Manito Boulevard          |   |  |
| City, State, Zi                                  | -                                | Spokane, WA 99203                    |   |  |
| Parcel Number                                    | er                               | 35923.1712                           |   |  |
| 3. CLASSIF                                       | ICATION                          |                                      |   |  |
| Category   | Ownership                        | Status                               | Present Use                                       |  |
| X building                                       | public                           | X occupied                           | agricultural museum                               |  |
| site   | $\frac{\overline{X}}{X}$ private | work in progress                     | commercialpark                                    |  |
| structure  | both                             |                                      | educationalreligious                              |  |
| object   | Public Acquisition               | Accessible                           | entertainment X_residential                       |  |
| Site   | in process<br>being considered   | X yes, restricted yes, unrestricted  | governmentscientific<br>industrial transportation |  |
| X original                                       | being considered                 | no                                   | military other                                    |  |
| moved  |                                  |                                      |   |  |
|  |                                  |                                      |   |  |
| 1 OWNED  | OF PROPERTY                      |                                      |   |  |
| Name   | or i koi eki i                   | Paul L. & D. Suzanne                 | n Markham   |  |
|  | hor                              | 2627 South Manito Boulevard          |   |  |
| Street & Number                                  |                                  | Spokane, WA 99203                    |   |  |
| City, State, Zip Code<br>Telephone Number/E-mail |                                  | 509-747-6761, markham@fastmail.com   |   |  |
| relephone Nu                                     | imber/E-man                      | 309-747-0701, mark                   | nam@rastman.com                                   |  |
|  |                                  |                                      |   |  |
| 5. LOCATIO                                       | N OF LEGAL DESC                  | RIPTION                              |   |  |
| Courthouse, F                                    | Registry of Deeds                | Spokane County Cou                   | rthouse   |  |
| Street Number                                    |                                  | 1116 West Broadway                   |   |  |
| City, State, Zi                                  | p Code                           | Spokane, WA 99201                    |   |  |
| County   | 1                                | Spokane                              |   |  |
|  |                                  | •                                    |   |  |
|  | ENTATION OF EXIS                 |                                      |   |  |
| Title  |                                  | -                                    | oric Landmarks Survey                             |  |
| Date   |                                  |                                      | County Local                                      |  |
| Location of Survey Records                       |                                  | Spokane Historic Preservation Office |   |  |

| 7. DESCRIPTION  |                              |                                      |  |
|---|------------------------------|--------------------------------------|--|
| (continuation sheets attached)  |                              |                                      |  |
| Architectural Classification  | Condition                    | Check One                            |  |
|   | X excellent                  | unaltered                            |  |
|   | good                         | X_altered                            |  |
|   | fair                         | Chash One                            |  |
|   | deteriorated ruins           | Check One X original site            |  |
|   | unexposed                    | moved & date                         |  |
|   | unexposed                    | nnoved & date                        |  |
|   |                              |                                      |  |
| 8. SPOKANE REGISTER CATEG   | GORIES & STATEME             | NT OF SIGNIFICANCE                   |  |
| (continuation sheets attached)  |                              |                                      |  |
| Applicable Spokane Register of Historic   |                              |                                      |  |
| categories that qualify the property for the                                    |                              |                                      |  |
|   | that have made a significan  | t contribution to the broad patterns |  |
| of Spokane history.  XB Property is associated with the live                    | os of narsans significant in | our nost                             |  |
| XB Property is associated with the live XC Property embodies the distinctive of |                              |                                      |  |
| represents the work of a master, or   |                              |                                      |  |
| distinguishable entity whose comp   |                              |                                      |  |
| D Property has yielded, or is likely to   |                              |                                      |  |
|   |                              | 1 , ,                                |  |
|   |                              |                                      |  |
|   |                              |                                      |  |
| 9. MAJOR BIBLIOGRAPHICAL  | REFERENCES                   |                                      |  |
| Bibliography is found on one or more conti-                                     | nuation sheets.              |                                      |  |
|   |                              |                                      |  |
|   |                              |                                      |  |
| 10 DICITAL BUOTOS MADS S  | ITE DI ANG ADTICI            | ES ETC                               |  |
| 10. DIGITAL PHOTOS, MAPS, SA  | •                            | ES, ETC.                             |  |
| Items are found on one or more continuation                                     | n sneets.                    |                                      |  |
|   |                              |                                      |  |
|   |                              |                                      |  |
| 11. GEOGRAPHICAL DATA   |                              |                                      |  |
| Acreage of Property   | Less than 1 acre.            |                                      |  |
| Verbal Boundary Description   | Manito Park Addition         | n, Lot 13, Block 32.                 |  |
| Verbal Boundary Justification   |                              | ncludes entire parcel and            |  |
| ,   | urban legal descriptio       | <u> </u>                             |  |
|   | Juli 10 Gui deseriptio       |                                      |  |
|   |                              |                                      |  |
| 12. FORM PREPARED BY  |                              |                                      |  |
| Name and Title  | Linda Vaamana Can            | gultant                              |  |
|   | Linda Yeomans, Con           |                                      |  |
| Organization  | Historic Preservation        | Planning & Design                    |  |
| Street, City, State, Zip Code   | Spokane, WA                  |                                      |  |
| Telephone Number  | 509-456-3828                 |                                      |  |
| Email Address   | lindayeomans@comc            | ast.net                              |  |

November 28, 2018

Date Final Nomination Heard

| 13. SIGNATURE(S) OF OWNER   | P(S)  |
|---|---|
| 3. SIGNATURE(S) OF OWNER  |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
| 4. FOR OFFICIAL USE ONLY  |   |
| Date nomination application filed:  |   |
| Date of Landmarks Commission Ho   | earing:   |
| Landmarks Commission decision:  |   |
|   | nty Commissioners' hearing:   |
| City Council/Board of County Com  | nmissioners' decision:  |
|   | y has been listed in the Spokane Register of ction of either the City Council or the Board of th above. |
| Megan Duvall  | Date  |
| City/County Historic Preservation City/County Historic Preservation County Floor—City Hall B08 W. Spokane Falls Blvd. Spokane, WA 99201 |   |
| Attest:   | Approved as to form:  |
| City Clerk  | Assistant City Attorney   |



Warner House when it was built in 1916



Warner House in 2018

### SECTION 7: DESCRIPTION OF PROPERTY

### Summary Statement

Built in 1916, the Warner House is a fine example of an Arts & Crafts-era home embellished in the Craftsman style. The property is located in Spokane, Washington in the southwest quadrant of the South Hill, a large area south and uphill from the city's central business district. The Warner House is well-maintained with original designs and architectural elements that define the Craftsman style, including a one-and-one-half-story

house form, low-pitched side gable roof, widely overhanging roof eaves, massive stepped-beam eave brackets, exposed rafter tails, wide bargeboards, narrow-width horizontal wood siding, multi-paned tripartite/casement/double hung windows, and a basalt rock foundation. A favored Craftsman-style feature, a covered and spacious full-width front porch spans a width of more than 29 feet with a depth of nine feet, and is a stylistic out-of-doors extension to the interior living space. The property's interior is distinguished with a spacious living/dining room, prominent built-in furniture (bench seats, bookcases, dining room buffet and hutch, linen closets), and superior quality curly and vertical-grain fir woodwork burnished to a rich, deep brown patina. The Warner House retains a high level of interior and exterior architectural integrity found in original location, design, materials, workmanship, and association.

# CURRENT APPEARANCE & CONDITION

### Site

The Warner House is sited on Lot 13, Block 32 in the Manito Park Addition. Running east-west, Lot 13 measures 50 feet wide, 142 feet deep, and is located on the northeast corner of South Manito Boulevard and West 27th Avenue. Built on nearly level grade, the Warner House is framed by manicured lawn, various shrubs and bushes, and mature evergreen and deciduous trees (mostly 100-year old maples). Running parallel with a concrete paved sidewalk, a two-foot-high basalt rock retaining wall built in 1987-88 encircles the house at the property's west and south facades. A non-historic double-car garage built in 1993-96 is located behind the house along the property's east border. A wood privacy fence is located along the north border of the property. The neighborhood surrounding the Warner House was developed in the early 1900s to 1950, and is comprised of well-preserved, architecturally prominent residential single-family homes that face Manito Boulevard, a public greenbelt/parking strip that extends south uphill from Manito Park.

### House Exterior

The Warner House has a rectangular footprint approximately 30 feet wide and 50 feet deep. The home is distinguished with 1.5 stories, a low-pitched side gable roof with composition shingles, and widely overhanging eaves, exposed rafter tails, and wide bargeboards. Original decorative brackets made of stepped-wood beams articulate roof eaves (additional brackets designed as knee braces were installed in the 1950s-1960s to strengthen eave support). Eave soffits are covered with original painted tongue-in-groove wood paneling. The home's exterior walls are clad with original narrow-width horizontal wood clapboard siding. A horizontal wood water table surrounds the house above a basalt stone ashlar foundation. A full-width covered front porch is built on the west facade of the house at the first floor. A large gabled dormer with a low-pitched roof, widely overhanging eaves, exposed rafter tails, and decorative stepped-beam brackets is centered on the principal roof above the front covered porch. A second identical gabled dormer is centered at the east rear roof slope. A combination of original multi-paned tripartite, casement, and double-hung windows punctuate exterior walls around the house in both symmetrical and asymmetrical patterns.

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<sup>&</sup>lt;sup>1</sup> Public Records. Spokane County Courthouse.

The west facade of the Warner House faces the boulevard's greenbelt/parking strip and the public street located between the greenbelt/parking strip and the Warner property. The north-south public street is called South Manito Boulevard. The west façade of the Warner House features a nearly symmetrical design with a low-pitched side gable roof, large center gabled dormer, a center balcony, and a full-width covered front porch at the first floor. The façade's symmetry is interrupted by a 40-inch-wide front door, which is located at the north end of the west façade, and is protected by the covered porch. The front door is made of vertical-grain fir veneer finished in a rich, dark brown color. The door is articulated with three narrow vertical lights spaced a few inches apart in a symmetrical pattern. Each of the three vertical lights resembles a narrow "T" shape, and are located in the door's upper leaf. Two decorative polished solid-brass strap hinges are anchored to the upper and lower ends of the door at the door's north edge. Although not true working hinges, the strap hinges are a decorative element on the front door. The hardware is made of three narrow horizontal "T" shapes that simulate the three narrow vertical "T"-shaped window lights in the door's upper leaf. A unique polished solidbrass escutcheon plate, door handle, and door knob similar to the design of the strap hinges are located on the south edge of the door, and unlike the strap hinges, constitute a true working fixture. The front door's polished brass hardware elicits strong influence from Prairie School designs (1900-1920s), which are in keeping with the Craftsman tradition. The covered porch roof is an extension of the home's principal roof, the porch deck is made of painted fir planks, and the porch ceiling is covered with tongue-ingroove wood paneling. Square wood porch pillars are anchored to a three-foot-high basalt stone porch wall capped with concrete coping. The porch pillars and porch wall support the roof over the front porch. The square pillars are arranged in two clusters of three-pillars-each at the two outside porch corners. A single pair of pillars is anchored to the stone porch wall between the corner pillars. An arched stone scupper is centered in the west face of the basalt stone porch wall.

A wide tripartite window is located south of the front door, and features a large fixed center glass pane flanked by two multi-paned sidelights, and is capped by a multi-paned transom light. An 18-foot-wide gabled dormer is centered above the front porch. The dormer has a low-pitched gable-front roof, widely overhanging eaves, exposed rafter tails, and large decorative stepped eave brackets. The gable field in the dormer features vertical board-and-batten cladding while the remainder of the dormer is clad with horizontal narrow-width clapboard cladding that matches the cladding used on the exterior faces of the home. An inset balcony is located at the lower edge of the dormer, and is surrounded by a plain wood balustrade. A narrow door is located in the center of the dormer. Four identical original casement windows flank the door to the north and south with two windows on each side of the door.

The south face of the home is highly visible as it fronts west 27th Avenue, and is considered a secondary façade of the property. The south facade is dominated by the property's low-pitched side gable roof, a side-view of the front porch, a continuation of the home's narrow-width horizontal clapboard siding, a horizontal water table above the foundation, and a horizontal stringcourse located between the first and second floors, and another horizontal stringcourse located between the second floor and gable peak. Like

the gable peak in the home's west façade dormer, the gable peak at the south façade's side gable roof is clad with original vertical board-and-batten. A prominent tapered brick chimney rises from grade through the roof eave just west of center at the south façade. The roof eaves measure 3.6 feet deep.<sup>2</sup> Decorative stepped-beam brackets are located under roof eaves. Soffits are original painted tongue-in-groove wood paneling. Wide plain bargeboards with pointed ends distinguish the roof's edge. The foundation of the house is constructed of random range ashlar blocks made of basalt stone.<sup>3</sup> Mortar joints are made of concrete and reveal "rope" mortar designs.<sup>4</sup> Windows are a combination of original multi-pane double-hung, casement, and tripartite designs installed in an asymmetrical pattern.

The north face of the house is also dominated by a low-pitched side gable roof, widely overhanging eaves, decorative stepped-beam eave brackets (with supporting knee brace brackets), wide painted wood bargeboards with pointed ends, tongue-in-groove wood soffits, horizontal stringcourses and water table, basalt stone foundation, and a continuation of the home's horizontal narrow-width clapboard siding. A box bay protrudes from the center of the north face at the first floor. Two original 1916 screened ice-storage "cooler" vents are located on the west end of the box bay (the cooler is accessible from the kitchen). North face windows are original multi-paned combinations of double-hung and casement units installed in an asymmetrical pattern. The north face of the house cannot be easily seen from the public right-of-way due to the home's close proximity to the next adjacent north single-family house.

The east rear face of the Warner House is dominated by a gabled dormer in the center of the roof. The rear dormer matches the dormer at the front west façade of the house, and features a row of three multi-paned casement windows. The gable peak in the dormer is clad in vertical wood board-and-batten, and is separated from the windows by a horizontal stringcourse. Dormer eaves are widely overhanging with exposed rafter tails, decorative stepped-beam brackets, deep bargeboards with pointed ends, narrow-width horizontal wood clapboard siding, and a balconette. The first floor supports a box bay that protrudes two feet, measures 13 feet wide, and has multi-paned casement windows. An enclosed back porch at the northeast corner of the first floor is located north of the box bay. The foundation is made of basalt stone. A basement door is located at the home's southeast corner at the basement level. Concrete steps rise up to grade from the basement door. A painted horizontal wood water table is located above the foundation. The lower edge of the rear east face of the house flares outward, and is part of a continuation of the flared walls that surround the house.

<sup>&</sup>lt;sup>2</sup> Ballard Plannery Company Architects. Original 1916 House Plans #381. Markham Collection.

<sup>&</sup>lt;sup>3</sup> Phillips, Steven J. *Old House Dictionary*. NTHP: Preservation Press, 1994.

<sup>&</sup>lt;sup>4</sup> McCraven, Charles. Stone Primer. MA: Storey Publishing, 2007, pp. 120-121.

<sup>&</sup>lt;sup>5</sup> Spokane County Public Records Assessor Files. Spokane County Courthouse.

#### House Interior

According to Spokane County Assessor records, the first floor of the Warner House has 1,178 finished square feet of interior space, the second floor has 708 square feet, and the basement has 1,120 square feet of finished interior space.<sup>6</sup>

On the first floor, ceiling heights are 9.3 feet. Walls and ceilings are made of lathe-and-plaster construction. The first floor of the house has a reception hall, living room, dining room, study/den, powder room, service hall, and kitchen. Floors in the reception hall, living room, dining room, and study/den are made of solid white oak planks. The kitchen floor is covered with linoleum, and the powder room floor is covered with ceramic tile. A service hallway just off the kitchen features an original built-in linen closet. The kitchen was remodeled in 1989 with built-in casework (counters, cupboards, cabinets) and a built-in breakfast nook at the east wall with a table and two bench seats (made from the home's original 1916 blueprints and specifications).

The front door at the west façade opens to a small reception hall in the northwest corner of the home's first floor. The reception hall features curly- and vertical-grain fir woodwork finished to a rich, deep brown patina. On the east wall, a staircase has three steps, a landing, and passes through to a kitchen in the northeast corner of the first floor. In the reception hall, the staircase is anchored by a square newel post, turns south, and continues up to the second floor. The newel post features a simple carved geometric design and is capped with a partially inset large, round ball-shaped knob. A built-in bench seat is located in the inside corner next to the staircase. At the reception hall's south wall, a wide entrance flanked by two high, fir-paneled colonnades with a series of plain narrow fir posts separate the reception hall from a large living room. colonnades are paneled on the side of the reception hall, while in the living room, the colonnades feature built-in bookcases with leaded glass doors. The living room has two focal points: a wide tripartite window on the west wall and a center fireplace on the south wall. The tripartite window has a fixed center "picture window" pane flanked by two vertical multi-paned sidelights and capped by a multi-paned transom light. The center fireplace has a glazed ceramic tile hearth made of mottled red-brown three-inchsquare glazed ceramic tiles, and a brick surround with a fireplace frame and mantel made of fir that matches the deep, rich brown-finished fir woodwork in the reception hall and living room. The ceiling in the living room is embellished with boxed-beams finished in a rich brown patina. The living room opens east into a spacious dining room through a wide entrance flanked by a pair of colonnades that are repeat designs of the colonnades that flank the entrance to the living room from the reception hall. The colonnades feature high paneling with square wood posts on the side facing the living room, and built-in cabinets with leaded glass doors on the side facing the dining room. The dining room has three focal points: boxed ceiling beams, a built-in buffet and hutch, and a large wide tripartite window with a fixed center pane flanked by two multi-paned sidelights and a multi-paned transom light on the south wall. The center buffet and hutch is built on the east wall in the dining room, and like all woodwork and built-in furniture in the dining room, is made of dark brown-finished fir. The buffet offers drawers while the hutch

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<sup>&</sup>lt;sup>6</sup> Ibid.

<sup>&</sup>lt;sup>7</sup> 1916 specifications for the Warner House from Ballard Plannery Company Architects.

located above the buffet has cupboards for china and crystal with glass doors and knobs. A beveled-mirror reflects light from a backsplash between the buffet and hutch. A horizontal plate rail decoratively supported by vertical battens rings the perimeter of the room, and is finished in the same deep brown patina as the remaining woodwork in the dining room and woodwork in the living room and reception hall. A five-paneled original interior door opens from the southeast corner of the dining room to a study/den. The ceiling in the study/den is covered with decorative painted tin. The study/den opens to a back service hall that opens to a powder room and the kitchen. The powder room was remodeled with a glazed ceramic tile floor and new fixtures.

A five-paneled interior door opens from the dining room's north wall into a kitchen located in the northeast corner of the first floor. The kitchen was remodeled from 1987-1993 with built-in cupboards, cabinets, counters, and a duplication of the home's original breakfast nook with a built-in table and twin bench seats as pictured on original 1916 blueprints and specifications from the Ballard Plannery Company Architects. A "California Cooler" is located in the northwest corner of the kitchen, and was installed when the house was built. On the cooler, two wood cabinet doors open to three interior shelves. Two of the shelves have openings with screens that allow air to circulate throughout the cooler. The perimeter wall of the house has two openings to the exterior to allow ice blocks to be set in the cooler—an early refrigeration unit constructed in 1916. A door on the west wall opens to an interior staircase that descends to a finished basement. A door located on the north end of the east wall opens to an enclosed back porch at the northeast corner of the house. The porch door opens outward east to a wood deck behind the house.

The second floor of the Warner House has a central hallway that opens to three bedrooms and a hall bathroom. The bathroom has a hexagonal glazed ceramic tile floor, a porcelain clawfoot bathtub and washbasin, and a large original built-in linen closet with three beveled-mirror closet doors. A small door in the west-wall bedroom opens onto a small balcony at the west façade of house. Except for the bathroom, the floors on the second floor are made of polished fir planks, all interior doors are five-paneled, ceilings are eight feet in height, walls and ceilings are made of lathe-and-plaster, and the woodwork is painted pine. The only unpainted woodwork is fir used for the staircase, which is burnished to a deep, rich brown hue and patina. Storage and closet space is ample with under-eave attic and other areas used for storage, clothes closets, and work areas. A painted built-in window seat is located under a multi-paned double-hung window on the south wall. Lighting includes a combination of original and period-appropriate ceiling fixtures and wall sconces.

An interior staircase from the kitchen's southwest corner descends to a basement finished in 1995-1997. Basement ceilings are 7.5 feet high; walls and ceilings are painted drywall; the floor is covered with a combination of linoleum tiles, glazed ceramic tiles, and wall-to-wall carpet; and the woodwork is high-quality fir finished to a natural color and patina. A built-in bar is located in the northwest corner of the room. A small gas fireplace is attached to the inside center north wall next to a small powder room. An

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<sup>&</sup>lt;sup>8</sup> Markham Collection. Ballard Plannery Company Architects Plan #381, 1916, for the Warner House.

exterior door on the east wall opens to a concrete staircase, which rises to grade at the rear of the house. Ten original horizontally narrow basement hopper windows (each window opens inward from its lower edge) are located on the west, north, and south walls. They are vertically divided into three lights, each with painted pine frames and

### ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

woodwork.

Original 1916 blueprints from the Ballard Plannery Company Architects reveal the original interior and exterior designs for the entire house. The house in 2018 is remarkably untouched except for a few modifications:

1950s-1960s Wood knee-brace brackets were constructed, painted, and installed along the side gable roof of the house on the north and south faces under the eaves. The knee-brace brackets were made and installed to support the three-foot-plus deep eaves.

1987-93 The roof was repaired and replaced with new composition shingles. Gutters were repaired and/or replaced. The exterior of the house was repaired and repainted. The balcony at the west façade second floor was enlarged and surrounded by a protective balustrade. A center window overlooking the balcony was replaced with a narrow door. While enlarging the balcony, steel reinforcement was installed in the balcony floor and west wall, and tied to the original 1916 decorative stepped-beam brackets under the roof eaves at the west façade. The open porch at the northeast corner at the rear of the house was enclosed. An exterior concrete staircase was installed at the south end of the east rear wall of the house, and descends to a basement door. A metal security door was installed at the base of the stairs, and opens into the basement. A wood deck was built across the east rear of the house. The kitchen was stripped and remodeled with built-in casework, linoleum floor, built-in appliances and sink. The washer and dryer in the original breakfast nook on the east wall were removed, and the original 1916 design for a built-in table and two bench seats was built. The powder room adjacent south of the breakfast nook was remodeled with a new glazed ceramic tile floor and fixtures. A second-floor wall by the northwest corner staircase in the reception hall was removed and the area refinished. The second-floor hall bathroom was remodeled with repairs and rehabilitation. A built-in window seat was installed below a pair of south wall bedroom windows.

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance Architecture, Commerce

Period of Significance 1916-1956 Built Date 1916

Architects Ballard Plannery Company Architects

### SUMMARY STATEMENT

The William and Ella Warner House is eligible for listing on the Spokane Register of Historic Places under Category B in the area of "commerce" for its association with William P. Warner, a leader for 23 years in Spokane railroad management as the division freight and passenger agent for the Chicago Milwaukee & St. Paul Railroad Company. W. P. Warner commissioned the design and construction of the Warner House for himself and his family in 1916, and resided in the house during the zenith of his Spokane career from 1916 to 1935. Additionally significant under Category C in the area of "architecture," the property is a textbook example of the Craftsman style and is a product of the prominent Ballard Plannery Company Architects in Spokane. The property's period of significance is defined by the period in which the William and Ella Warner family owned and resided in the Warner House from when it was built in 1916 to 1956, the year Ella Warner died. The Warner House is well-preserved and reveals a high level of architectural integrity in original location, design, materials, workmanship, and association.

### HISTORIC CONTEXT

### Early Spokane

Located next to a series of waterfalls on the Spokane River, the small settlement of Spokane was founded in 1873. In the 1880s, abundant gold and silver lodes were discovered in the Coeur d'Alene mining region just east of Spokane. Transportation was needed to haul the extracted gold and silver, which resulted in the establishment of numerous railroad routes that linked Spokane to the Mid-Western and Eastern United States. The Spokane community grew and gained recognition as a center for mining, lumber, agriculture, and rail transport. The city soon became a major Pacific Northwest railroad hub with a large number of passenger and commercial transport trains and tracks owned by various railway companies throughout the country.

As rail transport increased, Spokane's population grew. The city experienced phenomenal population gains from 20,000 in 1890, to over 36,000 by 1900. Ten years later in 1910, the city's population had grown at an unprecedented rate to over 100,000 people. Residential neighborhoods in Spokane were platted, and supporting infrastructure was developed, including such amenities as graded roads, concrete sidewalks, available fresh drinking water, underground sewer systems, street lights, and street trees.

<sup>9</sup> The railroad was colloquially referred to as the "Milwaukee Line" but was at different times named the Chicago Milwaukee & St. Paul Railroad, the Chicago Milwaukee St. Paul & Pacific Railroad, and the Chicago Milwaukee Puget Sound & Pacific Railroad.

### Manito Park Addition

Located atop the Manito Plateau on Spokane's South Hill between 14th and 33rd avenues, and between Division Street and Hatch Road, the Manito Park Addition was platted in 1903 before residential development and settlement of the plateau began. At that time, the area was characterized by natural hilly and rocky landscapes with springs and wetland areas, native spotty pine and cedar tree growth, grasses and farmland, and a sprawling multi-acre green space and groomed private parkland called Montrose Park (now called Manito Park). Except for the park, the surrounding Manito Park Addition was undeveloped and had great potential to be one of the finest residential neighborhoods in Spokane.

Prominent Spokane real estate developer and businessman, Jay P. Graves, became interested in the area and saw an opportunity for residential development on the plateau, especially around the park. He purchased acreage in the Manito Park Addition and along with his brother, Spokane attorney Will Graves, formed the Spokane-Washington Improvement Company. The Graves brothers then reorganized and improved the area's existing transportation system—the Spokane & Montrose Street Railway, which transported people to and from downtown Spokane. Recognizing the need for graded roads and infrastructure to be in place before residential plats could be successfully sold, Graves and his associates made a deal with the City of Spokane: Montrose Park and its 92 acres could be the City of Spokane's if city funds and contractors would pay for and install the needed infrastructure, specifically roads and underground fresh water lines. The deal was made and the name of the park was changed to Manito Park. The public park's new name was derived from an Algonquin Indian word that meant "spirit" and "supernatural force that pervade nature."

Today, Manito Park is one of Spokane's most popular and revered public parks, and the Manito Park neighborhood is regarded as a highly coveted residential area. A July 31, 1903 article in the local *Spokane Daily Chronicle* newspaper described future plans for the neighborhood and reported that "two main drives through the Addition will be Grand Street and [South Manito] Boulevard, running parallel with each other north and south...lengthwise through the tract... The boulevard will be 175 feet in width with a 77 foot [groomed] parking strip in the center." In July 1911, the Spokane Parks Department developed landscape planting plans for Manito Boulevard from Manito Place south to nearly West 33<sup>rd</sup> Avenue. In 1912, the Spokane City Council "adopted landscape plans for the central, 80-foot-wide treescaped, pedestrian-accessible parkway." The landscaped boulevard parkway featured plans for "arched curbs" to "mark the north-south intersections, and ponderosa pines" to "line the central landscape." Influenced by

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<sup>&</sup>lt;sup>10</sup> Spokane County Assessor's Plat Book. Spokane Courthouse, Spokane, WA.

<sup>&</sup>lt;sup>11</sup> Bamonte, Tony & Suzanne Schaeffer Bamonte. *Manito Park: A Reflection of Spokane's Past.* Spokane: 1998.

<sup>&</sup>lt;sup>12</sup> Spokane County Tax Assessor records. Spokane County Courthouse.

<sup>&</sup>lt;sup>13</sup> Bamonte, 1998.

<sup>&</sup>lt;sup>14</sup> Perrin, Natalie and Chrisanne Beckner and Lynn Mandyke. *National Register Manito Park & Boulevard Historic District, Spokane, WA.* 2016. Dept of Archaeology & Historic Preservation, Olympia, WA.

Olmsted park designs, the plans for the boulevard provided an important community link, connecting the city's public Manito Park to the surrounding neighborhood.<sup>15</sup>

Graves hired Fred Grinnell, a seasoned real estate salesman, to sell property in the Manito Park Addition. Grinnell placed advertisements in fliers and local newspapers, proclaiming that "the Manito residence section is known as one of the most desirable residence sections of the city." He applauded plans for the development of Manito Boulevard, "which is to be the show street of the city." Manito Boulevard, Manito Park, the addition of city-financed infrastructure, and the high plateau site for the Manito Park Addition on Spokane's South Hill lured architects, builders, and prospective homebuyers to the area. Aware of the need for architectural compatibility and land use controls, Jay P. Graves, through his Spokane-Washington Improvement Company, initiated subdivision regulations as "binding covenants" which became a legal part of each property's warranty deed. Initially prepared over a century ago in 1903, the covenants were designed to run in perpetuity with the land. The following covenant conditions were specified on warranty deeds for properties in the Manito Park Addition, including the Warner House:

- 1. Any residence built on any lot facing Grand Boulevard, Manito Boulevard, or Manito Park shall not cost less than \$5,000.
- 2. All buildings shall be of modern style of architecture.
- 3. No outhouse or barn shall be erected and used as a dwelling before the construction of the main dwelling house.
- 4. No building erected on any of said lots shall be used for business purposes of any kind. 17

The covenants were put in place, and architects and builders erected single-family homes from 1903 to the 1950s. Styles ranged from Colonial and Tudor Revival homes to large Arts & Crafts and smaller Craftsman, Prairie, Spanish Eclectic, Minimal Traditional, and vernacular examples. Public schools were built, churches erected, park and landscaping work in Manito Park progressed, and by the 1950s, development and settlement in the Manito Park Addition were complete. Spokane's 90-acre-plus public parkland called Manito Park, the mile-long public treed-and-groomed parking strip called Manito Boulevard, and its parallel paved city street called South Manito Boulevard, have proven to be immensely popular amenities in the Manito Park Addition.

### HISTORIC SIGNIFICANCE—Category B William Prentice Warner (1862-1935)

The Warner House is historically significant for its association with William Prentice Warner and his productive life in Spokane as a railroad leader for 23 years from 1912 to his death in 1935. W. P. Warner was born in England in 1862, immigrated to America in

<sup>&</sup>lt;sup>15</sup> Although the nationally famous Olmsted Brothers Landscape Architectural firm of Massachusetts did not prepare formal plans for Manito Park, the designs for the park were *influenced* by the Olmsted firm, their 1907 report, and suggestions for Spokane parks along with their work in cities across America. <sup>16</sup> Bamonte, 1998.

<sup>&</sup>lt;sup>17</sup> Spokane County Warranty Deeds. Spokane County Courthouse.

1872, and became a naturalized United States citizen. He married Ella Bowers in 1887 in Jackson County, Missouri, and worked as a railroad agent for a steam railroad company. William and his wife, Ella, relocated to Spokane in 1912 from Portland, Oregon and Butte, Montana where William "had the distinction of opening the traffic office in Butte, and the general offices in Portland" for the Chicago Milwaukee & Puget Sound Railroad. When he came to Spokane...he opened [the rail line's] large downtown offices at Riverside and Wall."19

The Warners were first listed in Spokane city directories as residing at 1418 W. Riverside Avenue. On August 23, 1915, they purchased Lot 13 in Block 32 on the northeast corner of South Manito Boulevard and West 27th Avenue in the Manito Park Addition. Seven days later on August 30, William Warner conveyed and warranted the property entirely to his wife, Ella Bowers Warner, as her "sole, separate and individual property...clear of all encumbrances.",20

The Warners commissioned Ballard Plannery Company Architects in Spokane to design a single-family home. Ballard Plannery Company Architects completed a site plan, blueprints and drawings, and specifications for the Warner House—listed as "Ballard Plannery Company House Plan #381."<sup>21</sup> On April 21, 1916, Spokane building permit #7157 was accepted, and permitted the construction of a "new residence" to cost an estimated \$5,000 to be erected at 2627 South Manito Boulevard. The property owner on the permit was listed as "W. P. Warner."<sup>22</sup>

The proposed single-family house was built and finished in 1916. An October 6, 1916 Spokesman-Review newspaper article with a black-and-white photograph of the property announced the home's completed construction with the following headline and caption:

### Railroad Man's Home in Manito

The home of William P. Warner, assistant general freight agent, Milwaukee railroad, 2627 South Manito Boulevard, [was] completed recently at a cost of \$7,000 for [the] house, lot, and garage. The Warners have been in possession of their home about a week. The place has hardwood floors, a large fireplace, and large porches.<sup>23</sup>

William & Ella Warner moved into the house where they raised their only child, James Prentice Warner (1901-1987). In 1930, James (sometimes known as 'Pren') worked as an agent for a lake steamship company. He married Martha Virginia Leigh in 1935, and by 1940, was employed as a trucker and fruit manager. James Prentice Warner died in

<sup>&</sup>lt;sup>18</sup> "Death Takes W.P. Warner." Spokesman-Review, 15 Sept 1935, p.5.

<sup>&</sup>lt;sup>20</sup> Spokane County Warranty Deed #456296, dated 30 Aug 1915. Spokane County Courthouse.

<sup>&</sup>lt;sup>21</sup> Ballard Plannery Company Architects 1916 plans for the Warner House, Markham Collection.

<sup>&</sup>lt;sup>22</sup> City of Spokane Building Permit # 7157, dated April 21, 1916. Spokane City Hall.

<sup>&</sup>lt;sup>23</sup> "Railroad Man's Home in Manito." *Spokesman-Review*, 6 October 1916.

1987, and left his household possessions and residence, located a few blocks west of the Warner House, to various Spokane charities, including the Union Gospel Mission.<sup>24</sup>

After working in railroads his entire career, William Warner became a leader in the rail transport business in Spokane and the Pacific Northwest. Spokane was a noted northwest railroad hub where at different times at least twenty rail lines were stationed. In 1916 when William Warner had his home built, rail lines with active hubs in Spokane included the Big Bend Transit Company, Canadian Pacific Railroad, Chicago Burlington & Quincy Railroad, Chicago Great Western Railroad, Chicago & Northwest Railway, Idaho & Washington Northern Railroad, Lackawana Line, Merchants Despatch, Minneapolis & St. Louis Railroad, New York Central Lines, Northern Pacific Railway Company, Oregon-Washington Railroad & Navigation Company, Pennsylvania Lines, Rock Island Lines, Southern Pacific Railway Company, Spokane Portland & Seattle Railway, Spokane Traction Company, Spokane Western Power & Traction Company, Spokane & Inland Empire Railroad, and the Spokane & International Railway Company.

William Prentice Warner died in 1935 at age 69. An obituary in the *Spokesman-Review* praised him as the "oldest agent on the Milwaukee [Railroad's] western lines, and probably the oldest agent in the Pacific Northwest...the senior general agent in point of service on *any* railroad in the Pacific Northwest." His wife, Ella Warner, lived in the Warner House until her death in 1956.

William & Ella's son, James Prentice Warner, inherited the Warner House in 1956. He leased it to John Joseph Torpey and his wife, Merle Torpey, for \$75 a month with the understanding that Merle would maintain the upkeep of the property while she rented it. John Torpey worked as a mining engineer for the DuPont Company in the Wallace/Kellogg, Idaho area. Merle Torpey was remembered by many children as their "favorite teacher." In her career, Merle taught at different times at Wilson Grade School, Jefferson Grade School (Spokane public schools), and at the Shriner's Hospital for Crippled Children. The Torpeys raised four children in the house: Michael, James, Dan, and Patty. <sup>26</sup>

On November 19, 1987, Paul & Suzanne Markham purchased the Warner House. Paul Markham was employed in Spokane for 25 years as a juvenile parole councilor for the State of Washington. Suzanne worked for various advertising agencies and Hewlett-Packard (Agilent) as a graphic designer. Together, Paul and Suzanne carefully rehabilitated the Warner House from 1987 to 1993 (see Section 7: Modifications). The Markhams have hosted several preservation meetings, events, celebrations, Allegro & Beyond Concerts in Historic Homes, various SPA historic home tours at their property, and continue to practice sensitive stewardship of the historic Warner House.

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<sup>&</sup>lt;sup>24</sup> Markham Collection.

<sup>&</sup>lt;sup>25</sup> "Deaths Take W.P. Warner." *Spokesman-Review*, 15 Sept 1935, p. 5.

<sup>&</sup>lt;sup>26</sup> Interview with Dan Torpey, 2018. Markham Collection, Spokane, WA.

### ARCHITECTURAL SIGNIFICANCE—Category C

The Warner House is architecturally significant as a fine example of the Craftsman style. The style embraced natural materials such as indigenous basalt field stones, brick, glazed ceramic tile in mottled matte finishes, hand-split wood shingles, narrow-width clapboard siding, coarse to fine stucco, leaded-glass windows, burnished copper and brass, and hand-forged wrought iron. The liberal use of natural woodwork finished and hand-rubbed to a rich luster was paramount for interior treatments and included fir, oak, walnut, mahogany and other woods. Without embellishment or decorative carved surfaces, dark brown- and ebony-finished fir was especially associated with an artificially aged appearance—a popular feature of the Craftsman style.<sup>27</sup>

In addition to natural building materials, the Craftsman style emphasized horizontal prominence. Some of these design applications included architectural forms and features such as one-and-one-half story broad bungalow house forms, low-pitched roofs with widely overhanging eaves that produced deep horizontal shadows across the home's planar wall surfaces, exposed rafter tails, prominent bargeboards (some with pointed ends), numerous horizontal bands and stringcourses that separated siding treatments or junctures between floors, horizontal rows of windows or tripartite windows, solid porch walls (made of wood, stone or brick), flared/battered walls (porch and house), porch supports (pillars, posts, piers), tapered fenestration surrounds, and partial or full-width covered front porches.

The Warner House well-depicts the aforementioned Craftsman style as evidenced by the home's prominent horizontal emphasis, low-pitched roof, wide eaves, deep bargeboards, wide horizontal stringcourses, narrow-width horizontal clapboard siding, flared exterior walls, thick porch piers, and an ashlar basalt stone porch wall and foundation. The home's interior illustrates Craftsman-style aesthetics found in sleek dark brown-colored fir woodwork, boxed beam ceilings, oak floors, numerous built-ins (colonnades, bookcases, buffet and hutch, bench seats, linen closets), and a fireplace with a mottled matte-finish glazed ceramic tile hearth. Noted by the local press in a *Spokesman-Review* newspaper article, the house was constructed for \$7,000—a cost that exceeded by 30% the minimum \$5,000 construction cost required for homes erected on South Manito Boulevard.

# Ballard Plannery Company Architects W. J. Ballard, Principal Architect (1870-1971)

The Warner House was designed and built by Ballard Plannery Company Architects in 1916. William James Ballard was born in 1870 in Plainfield, Illinois. He was influenced

1916. William James Ballard was born in 1870 in Plainfield, Illinois. He was influenced by his father who was a general contractor, and became interested in the design and construction trade. With an interest in architecture, architectural engineering, and building construction, Ballard was first educated in Joliet, Illinois, and then moved to California where he attended the University of California at Berkeley in San Francisco

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<sup>&</sup>lt;sup>27</sup> A popular and desirable element of the Craftsman style was a replication of dark brown and/or ebony-colored wood finishes, which mirrored historic woodwork darkened by decades of grit, grime, smoke, and oil in the 1600s-1800s throughout England and Europe

and the Throop Polytechnic Institute in Pasadena. After his education in architecture was completed, Ballard worked for architect B. B. Bixby in Los Angeles. While in Southern California, Ballard met and married Ina Chamberlin in 1895. They had three children: Laura, Gilbert, and Earl.

Ballard's wife, Ina, was the daughter of Gilbert L. Chamberlin, a professional builder and real estate developer in the Los Angeles area. At the turn of the century, G. L. Chamberlin expanded his business to Spokane where he founded the Chamberlin Real Estate & Improvement Company. W. J. Ballard followed his father-in-law to Spokane, and was employed by the Chamberlin Real Estate & Improvement Company as a building superintendent. In 1903, Ballard returned to California, specifically Pasadena, to hone his architectural skills, reportedly "devoting the greater part of his time to bungalow and cottage construction...the favorite style of building" in the Pasadena area. <sup>28</sup>

In 1905, W. J. and Ina Ballard returned to Spokane where Ballard worked for the Chamberlin Real Estate & Improvement Company as the company architect. W. J. Ballard and builder Gilbert Chamberlin (Ballard's father-in-law) were responsible for many houses throughout Spokane, and developed large residential sections in northwest Spokane, designing and building hundreds of homes.

In 1908, Ballard founded his own architectural firm, called it the Ballard Plannery Company Architects, and leased an office in the Kuhn Building in downtown Spokane. The practice thrived from 1908 to 1925. In 1912, Spokane historian and local *Spokesman-Review* newspaper writer N. W. Durham summarized Ballard and his many accomplishments at that time:

He designed and was supervising architect for...a large number of brick buildings, ranging in price from \$30,000 to \$40,000. However, he makes a specialty of cottage homes and apartment houses, and has designed and built altogether about 400 in Spokane, while evidences of his skill and handiwork are seen in about 600 homes in the Inland Empire. <sup>29</sup>

Notable projects included the Merriman Block, Empire Hotel, Arden Hotel, and Wilson Apartments among other commercial buildings. In addition to residential designs, Ballard gained notoriety for his plan book entry, "Ballard Barn & Silo." Today several Ballard-designed agricultural buildings can be found throughout Eastern Washington.

In 1920, Ballard became a registered architect in Washington State, and a registered architect in California in 1921. In 1925, the Ballard family moved to the Los Angeles

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<sup>&</sup>lt;sup>28</sup> Durham, N.W. *History of the City of Spokane and Spokane County, Vol.* 2. Spokane: Clarke Publishing Co, 1912, p.604.

<sup>&</sup>lt;sup>29</sup> Ibid.

<sup>&</sup>lt;sup>30</sup> "Designer Eyes 100." Spokane Daily Chronicle, 27 Oct 1970.

<sup>&</sup>lt;sup>31</sup> Ballard Plannery Company Architects. *The Modern Bungalow*, 1910-11.

area where W. J. Ballard continued to practice and design more than 400 homes and buildings.<sup>32</sup>

In summary, William Ballard impacted Spokane in the design and construction business. He founded an architectural firm in the city that employed various architects and draftsmen for seventeen years. He designed and built hundreds of homes and commercial buildings, barns, and silos throughout Spokane and Eastern Washington, and was an active member of the Spokane Chamber of Commerce and two philanthropic organizations: the Independent Order of Oddfellows and the Independent Order of Foresters. Ballard's expertise as a successful architect is well-illustrated in the Warner House. As a tribute to his professional accomplishments, William James Ballard was noted for his contributions, which were described as "wide and varied" and which "had a direct result upon Spokane's welfare and improvement."33

Spokane Daily Chronicle, 27 Oct 1970.Durham, 1912.

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Photographs of Mrs. Ella Bowers Warner and son James Prentice Warner in 1903, and Mr. William Prentice Warner in circa 1915-1920.

James Prentice Williams was the son and only child of Mr. & Mrs. Warner.





### Spokesman-Review, 15 Sept 1935, page 5

# DEATH TAKES W. P. WARNER

### Heart Fails Pioneer Railroad Man After Month's Illness.

W. P Warner, division freight and passenger agent here for the Milwaukee road for more than 23 years, died yesterday morning at the Sacred Heart hospital of a heart attack culminating a month's illness.

Mr. Warner became ill on July 18 with a severe cold, which developed into a lung congestion, complicated by gall bladder trouble.

He was taken to the heapital Thursday afternoon following a heart attack, and suffered a series of similar attacks Thursday and Friday. He retained consciousness to the end,

### Was 69 Years Old.

Mr. Warner, 69 years old, was the oldest general agent on the Milwaukee's western lines and probably the oldest general agent in the Pacific northwest. He was the senior general agent in point of service on any railroad in the Pacific northwest.

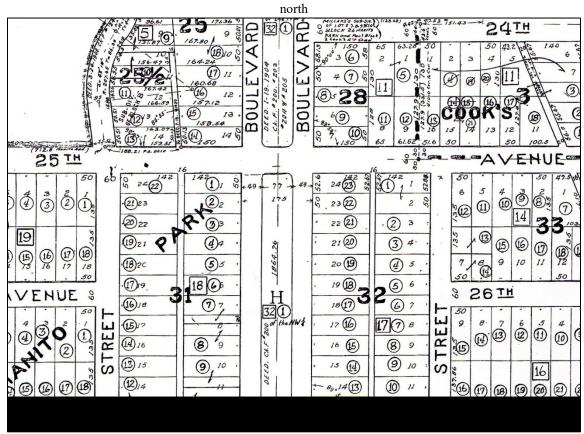
As the Milwaukee road was built westward, Mr. Warner had the distinction of opening the traffic office in Butte and the general offices in Portland and, when he came to Spokane in 1912, he opened the large downtown offices at Riverside and Wall.

He is survived by his widow and one son, Prentice Warner, at the family home, S2627 Manito boulevard.

Dr. H. A. Van Winkle of Central Christian church will conduct the funeral services from Smith & Co's chapel at I o'clock Monday afternoon. Interment will be in Riverside Park cemetery.

The list of pallbearers, made up of men working for Mr. Warner on the Milwaukee at the time of his death, includes: A. E. Gist, R. M. Fields, F. W. Watkins, J. C. Paige, J. G. Cain and J. O. McIlyar.

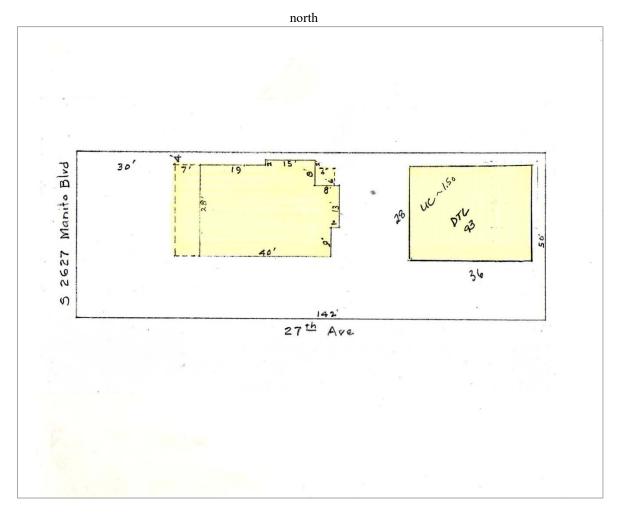
On the list of honorary pallbearers are: H. A. Scandrett, J. P. Gillick. H. E. Pierpont, F. N. Hicks, H. B. Earling, P. T. Wilson, Harry Rowe, G. R. Webster, R. W. Reynolds, W. W. Cutler, C. H. Buford, John P. Gray. Carl Lundgren, W. J. Gamble, W. J. Weisman, Walter Rosenberry, E. B. DeVoe, John Dimeling, T. J. Dodd, T. A. Murphy, George Hardy, H. W. Shields, G. L. Morrison, E. S. Mc-Pherson, C. R. Mowery, V. R. Shinkle, F. S. McWilliams and J. L. Campbell



south

## Property is highlighted in yellow for 2627 S. Manito Boulevard Lot 13, Block 32,

2018 Spokane County Plat Map Source: Assessor's Office Spokane County



2018 Site Plan 2627 S. Manito Boulevard

Lot 13, Block 32, Manito Park Addition

Source: Spokane County Assessor's Records



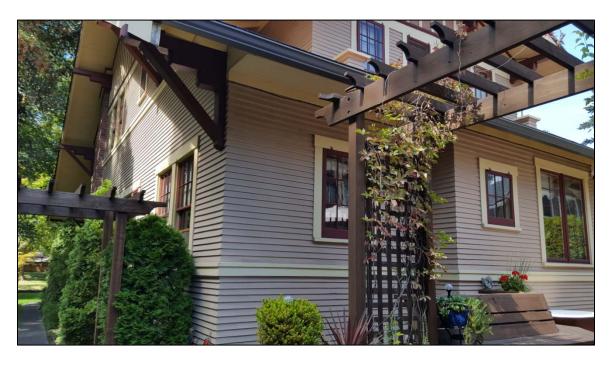
1916 photo of Warner House, looking east



2018 photo of Warner House, looking east



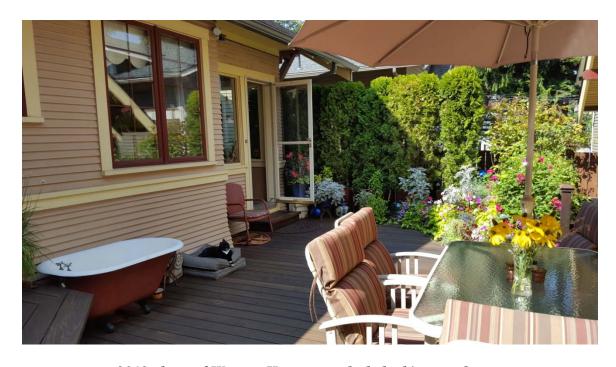
2018 photo of Warner House, looking at southwest facade



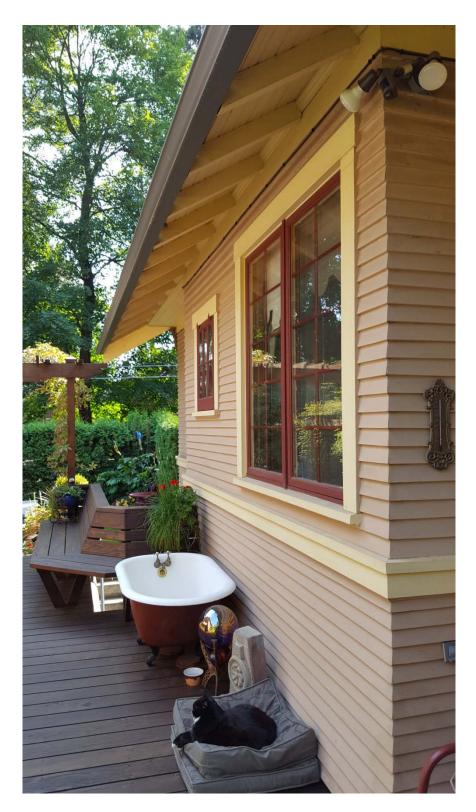
2018 photo of Warner House, looking at southeast corner of house



2018 photo of Warner House, looking west at east rear of property



2018 photo of Warner House rear deck, looking northwest



2018 photo of east rear of property, looking south





2018 photos of second-floor balcony at west façade of house—notice original designs and materials, stacked roof eave brackets, and original storm and interior windows.





2018 photo of front door located on the north end of the front porch, west façade of house



2018 photo of front entry, looking southwest



2018 photo of living room, looking northwest through living room to front entry and reception hall



2018 photo of living room, looking north into front reception hall



2018 photo of living room window, looking southwest to front porch



2018 photo of dining room, looking southwest through living room



2018 photo of dining room, looking northwest through living room



2018 photo of built-in buffet and hutch in dining room, constructed in 1916

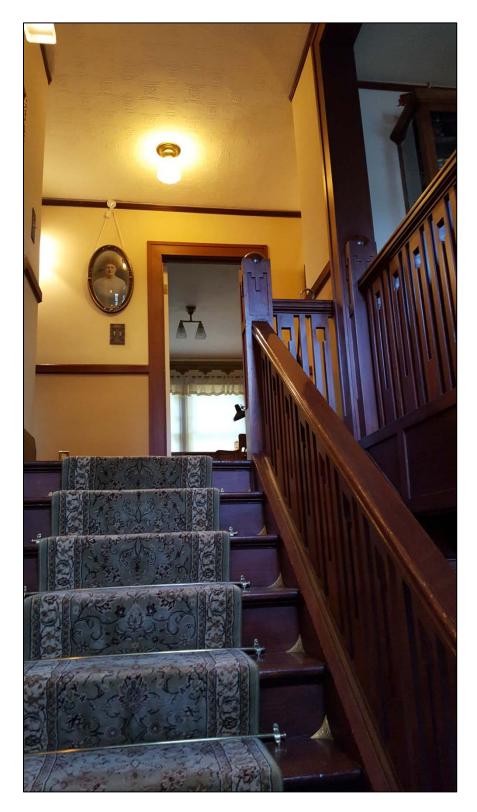




2018 photos of kitchen, looking southeast in top photo, and looking northwest in lower photo



2018 photo of 1916 built-in linen closet in hallway on first floor



2018 photo of stairs from first-floor reception hall to second foor hallway



2018 photo of second floor, looking northwest



2018 photo of hall bathroom on second floor, looking north



 $2018\ photo\ of\ 1916\ built-in\ linen\ closet\ in\ second-floor\ bathroom$ 



2018 photo of center west bedroom on the second floor, looking northwest at Manito Boulevard



2018 photo of second-floor hallway from center west bedroom



2018 photo of finished basement recreation room, looking north



2018 photo of finished basement recreation room, looking west



2018 photo of finished recreation room in basement, looking southwest



2018 photo of finished basement recreation room, looking northwest



2018 photo of basement bathroom

| SPOKANE Agenda Sheet      | for City Council Meeting of: | Date Rec'd     | 12/4/2018     |
|---------------------------|------------------------------|----------------|---------------|
| 12/17/2018                |                              | Clerk's File # | OPR 2018-0794 |
|                           |                              | Renews #       |               |
| Submitting Dept           | HOUSING & HUMAN SERVICES     | Cross Ref #    | RES 2018-0066 |
| <b>Contact Name/Phone</b> | GEORGE DAHL 625-6036         | Project #      |               |
| Contact E-Mail            | GDAHL@SPOKANECITY.ORG        | Bid #          |               |
| Agenda Item Type          | Contract Item                | Requisition #  |               |
| Agenda Item Name          | DING RECOMMENDA              | ATIONS         |               |

CHHS seeks approval of the 2018 Community Development Block Grant (CDBG) funding recommndations made by the CHHS Board and Affordable Housing Committee.

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

The Winter 2018 CDBG Capital Funding RFP offered \$2,500,000 CDBG funds for land acquisition, rehabilitation, affordable housing, and public facilities and improvements in excess of \$250,000. The Affordable Housing Committee reviewed the 15 applications and the Committee unanimously approved the attached recommendations that fully disburse all RFP funds. Four project alternates are also recommended if a funded project fails or additional CDBG capital funds become available. See Attached.

| Fiscal Impa          | <b>ct</b> Grant | related? | YES       | Budget Account               |             |  |  |
|----------------------|-----------------|----------|-----------|------------------------------|-------------|--|--|
|                      | Public          | : Works? | NO        |                              |             |  |  |
| Expense \$ 2         | 2,5000,000      |          |           | # 1690-95808-51010-542       | 01-99999    |  |  |
| Select \$            |                 |          |           | #                            |             |  |  |
| Select \$            |                 |          |           | #                            |             |  |  |
| Select \$            |                 |          |           | #                            |             |  |  |
| <b>Approvals</b>     |                 |          |           | Council Notifications        |             |  |  |
| Dept Head            |                 | KEENAN   | , KELLY   | Study Session                | UE 12/10/18 |  |  |
| <b>Division Dire</b> | ctor            | KEENAN   | , KELLY   | <u>Other</u>                 |             |  |  |
| <u>Finance</u>       |                 | STOPHE   | R, SALLY  | <b>Distribution List</b>     |             |  |  |
| <u>Legal</u>         |                 | RICHMA   | N, JAMES  | gdahl@spokanecity.org        |             |  |  |
| For the Mayo         | <u>r</u>        | ORMSBY   | , MICHAEL | cpfortmiller@spokanecity.org |             |  |  |
| Additional A         | Approvals       | 5        |           | ptrautman@spokanecity.org    |             |  |  |
| <u>Purchasing</u>    |                 |          |           | Kburnett@spokanecity.or      | g           |  |  |
| <b>GRANTS &amp;</b>  |                 | BROWN    | , SKYLER  | cbrown@spokanecity.org       |             |  |  |
|                      | <u> </u>        |          |           | chhsaccounting@spokane       | city.org    |  |  |
|                      |                 |          |           |                              |             |  |  |

# Briefing Paper Urban Experience Committee

| Division & Department:           | Neighborhood & Business Services                              |  |  |  |  |  |
|----------------------------------|---|--|--|--|--|--|
|                                  | Community, Housing and Human Services Department (CHHS)       |  |  |  |  |  |
| Subject:                         | Community Development Block Grant (CDBG) Capital Funding      |  |  |  |  |  |
|                                  | Recommendations   |  |  |  |  |  |
| Date:                            | December 10, 2018   |  |  |  |  |  |
| Author (email & phone):          | George Dahl, gdahl@spokanecity.org, 625-6036                  |  |  |  |  |  |
| City Council Sponsor:            |   |  |  |  |  |  |
| <b>Executive Sponsor:</b>        |   |  |  |  |  |  |
| Committee(s) Impacted:           | Urban Experience  |  |  |  |  |  |
| Type of Agenda item:             | X Consent Discussion Strategic Initiative                     |  |  |  |  |  |
| Alignment: (link agenda item     | City of Spokane 2015-2020 Consolidated Plan                   |  |  |  |  |  |
| to guiding document – i.e.,      |   |  |  |  |  |  |
| Master Plan, Budget , Comp       |   |  |  |  |  |  |
| Plan, Policy, Charter, Strategic |   |  |  |  |  |  |
| Plan)                            |   |  |  |  |  |  |
| Strategic Initiative:            | Safe Affordable Housing Choice                                |  |  |  |  |  |
| Deadline:                        | December 17, 2018   |  |  |  |  |  |
| Outcome: (deliverables,          | Approve CDBG capital funding recommendations made by the CHHS |  |  |  |  |  |
| delivery duties, milestones to   | Board and Affordable Housing Committee                        |  |  |  |  |  |
| meet)                            |   |  |  |  |  |  |
| Rackground/History               |   |  |  |  |  |  |

#### Background/History:

The Winter 2018 CDBG Capital Funding RFP offered \$2,500,000 CDBG funds for land acquisition, rehabilitation, affordable housing, and public facilities and improvements in excess of \$250,000. Staff held two technical assistance workshops to review the funding notice, discuss the application process, and answer questions. In addition, staff offered applicants one-on-one technical assistance to discuss applications and answer questions.

On November 13, the Affordable Housing Committee discussed each of the 15 funding applications. The Committee unanimously approved the following funding recommendations that fully disburses all RFP funds. The Committee also recommended 4 project alternates if a funded project fail or additional CDBG capital funds become available.

#### **Executive Summary:**

The Committee recommends funding the following projects for \$2,500,000.

| Applicant \$ Requested \$         |           | \$ Recommended | Deliverable                               |
|-----------------------------------|-----------|----------------|---|
| Family Promise                    | \$950,000 | \$950,000      | Purchase 2002 E Mission as family         |
|                                   |           |                | homeless shelter                          |
| Habitat for Humanity              | \$750,000 | \$750,000      | Purchase 7-10 vacant/derelict homes       |
|                                   |           |                | for rehab for low/mod homebuyers          |
| 2 <sup>nd</sup> Harvest Food Bank | \$750,000 | \$550,000      | Purchase 402 N Perry to expand child      |
|                                   |           |                | & youth nutrition programs                |
| Excelsior Youth Center            | \$375,000 | \$250,000      | Replace 2 (of 3 requested) failing roofs. |
| Total Recommended CDBG Funding    |           | \$2,500,000    | All available funds were allocated.       |

| The Committee also recommends funding the following alternate projects for |                   |   |  |  |  |  |
|--|-------------------|---|--|--|--|--|
| <b>\$1,574,275</b> .   | _                 |   |  |  |  |  |
| 1 <sup>st</sup> Alternate –  | \$125,000         | Funds sufficient to replace 3 <sup>rd</sup> roof. |  |  |  |  |
| Excelsior Youth Center, Re-roofing   |                   |   |  |  |  |  |
| 2 <sup>nd</sup> Alternate –  | \$699,275         | Contribute to interior renovation of 48           |  |  |  |  |
| Proclaim Liberty, Liberty Park Terrace                                     |                   | affordable rental housing units.                  |  |  |  |  |
| 3 <sup>rd</sup> Alternate –  | \$750,000         | Purchase 5 contiguous lots near North             |  |  |  |  |
| Community Frameworks, Sinto Land   |                   | Central High School for planned 40+               |  |  |  |  |
| Acquisition  |                   | unit affordable rental housing                    |  |  |  |  |
|  | 4.2.2.2.2         | development.                                      |  |  |  |  |
| 4 <sup>th</sup> Alternate – Pioneer Human                                  | \$1,212,480       | Convert assisted living facility into 74          |  |  |  |  |
| Services, Carlyle Rehabilitation units of permanent supportive housing.    |                   |   |  |  |  |  |
|  |                   |   |  |  |  |  |
| Budget Impact:   |                   |   |  |  |  |  |
| Approved in current year budget? X   | Yes 🗖 No          |   |  |  |  |  |
| Annual/Reoccurring expenditure?  | H H               |   |  |  |  |  |
| If new, specify funding source:  | ics X No          |   |  |  |  |  |
| . , ,  | ting match requir | coments atal                                      |  |  |  |  |
| Other budget impacts: (revenue general                                     | ing, match requir | ements, etc.)                                     |  |  |  |  |
| Operations Impact:   |                   |   |  |  |  |  |
| Consistent with current operations/police                                  | cy? <u>X</u>      | Yes 🔲 No  |  |  |  |  |
| Requires change in current operations/p                                    | oolicy?           | Yes X No  |  |  |  |  |
| Specify changes required:  |                   |   |  |  |  |  |
| Known challenges/barriers:   |                   |   |  |  |  |  |

| SPOKANE Agenda Sheet      | for City Council Meeting of: | Date Rec'd     | 12/3/2018     |
|---------------------------|------------------------------|----------------|---------------|
| 12/17/2018                |                              | Clerk's File # | OPR 2018-0795 |
|                           |                              | Renews #       |               |
| Submitting Dept           | ENGINEERING SERVICES         | Cross Ref #    |               |
| <b>Contact Name/Phone</b> | DAN BULLER 625-6391          | Project #      | 2017148       |
| Contact E-Mail            | DBULLER@SPOKANECITY.ORG      | Bid #          |               |
| Agenda Item Type          | Contract Item                | Requisition #  | CR 19921      |
| Agenda Item Name          | HALT COMPANY                 |                |               |

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Spokane Arterial Preservation Project - North (Phase 1) - \$2,422,422.00. An administrative reserve of \$242,242.20, which is 10% of the contract price, will be set aside.

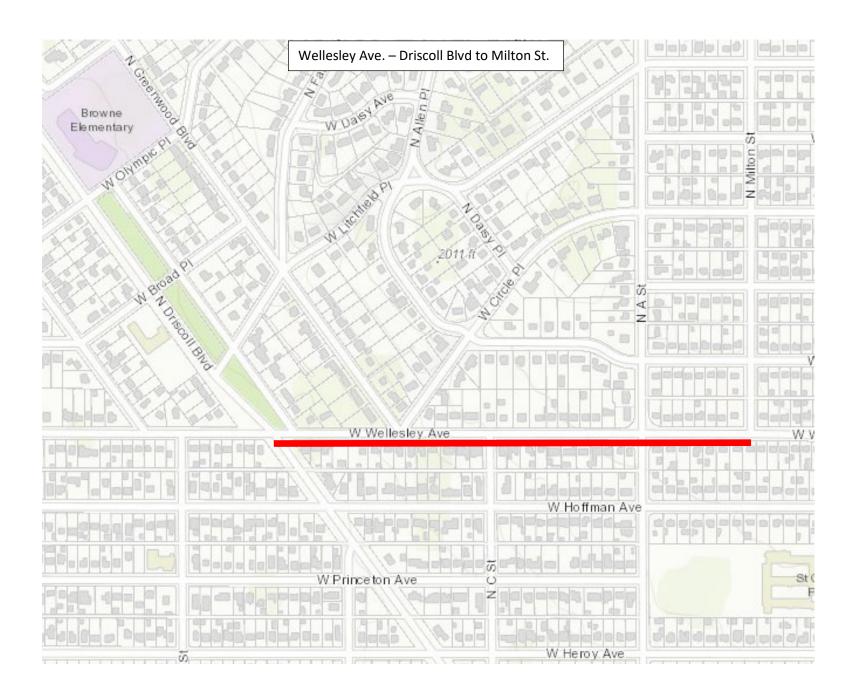
### **Summary (Background)**

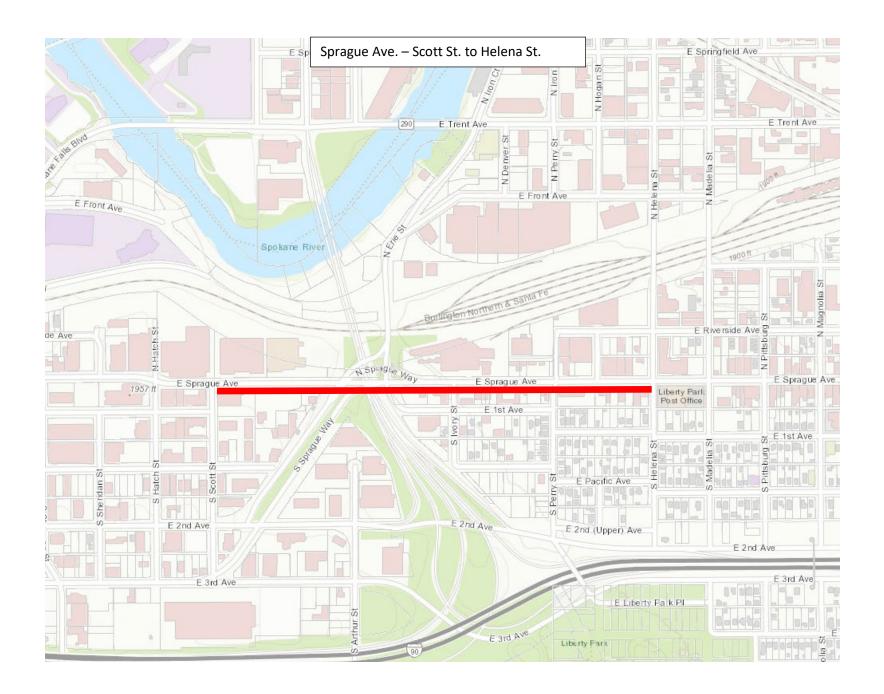
On December 3, 2018, bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$2,422,422.00, which is \$592,941.50 or 19.66% under the Engineer's Estimate; two other bids were received as follows: Shamrock Paving, Inc. - \$2,777,777.77; and Poe Asphalt Paving \$3,147,688.88. (Various Neighborhood Councils.)

| Fiscal Impact            | Grant related? | YES          | <b>Budget Accou</b>      | <u>nt</u>           |  |  |
|--------------------------|----------------|--------------|--------------------------|---------------------|--|--|
|                          | Public Works?  | YES          |                          |                     |  |  |
| Expense <b>\$</b> 2,664  | 4,664.20       |              | # 3200-95128-953         | 00-56501-99999      |  |  |
| Select \$                |                |              | #                        |                     |  |  |
| Select \$                |                |              | #                        |                     |  |  |
| Select \$                |                |              | #                        |                     |  |  |
| Approvals                |                |              | Council Notifications    |                     |  |  |
| Dept Head                | TWOHIG         | S, KYLE      | Study Session            |                     |  |  |
| <b>Division Director</b> | SIMMOI         | NS, SCOTT M. | <u>Other</u>             | PIES 11/26/18       |  |  |
| <u>Finance</u>           | ORLOB,         | KIMBERLY     | Distribution List        |                     |  |  |
| <u>Legal</u>             | ODLE, N        | 1ARI         | eraea@spokanecity.org    |                     |  |  |
| For the Mayor            | ORMSB)         | , MICHAEL    | kgoodman@spokanecity.org |                     |  |  |
| Additional App           | rovals_        |              | mdoval@spokanecity.org   |                     |  |  |
| <u>Purchasing</u>        | WAHL, (        | CONNIE       | htrautman@spokar         | necity.org          |  |  |
| GRANTS &                 | STOPHE         | R, SALLY     | publicworksacounti       | ing@spokanecity.org |  |  |
|                          |                |              |                          |                     |  |  |
|                          |                |              |                          |                     |  |  |

# Briefing Paper PIES

| <b>Division &amp; Department:</b> Engineering Services; Public Works   |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| Subject:   | Spokane Street Preservation - North  |  |  |  |  |  |  |
| Date:  | November 26, 2018  |  |  |  |  |  |  |
| Contact (email & phone):   | Dan Buller (dbuller@spokanecity.org, 625-6391)                                       |  |  |  |  |  |  |
| City Council Sponsor:  |  |  |  |  |  |  |  |
| Executive Sponsor:   | Scott Simmons  |  |  |  |  |  |  |
| Committee(s) Impacted:   | PIES   |  |  |  |  |  |  |
| Type of Agenda item:   | □ Consent □ Discussion □ Strategic Initiative  |  |  |  |  |  |  |
| Alignment: (link agenda item<br>to guiding document – i.e.,<br>Master Plan, Budget , Comp<br>Plan, Policy, Charter, Strategic<br>Plan)   | The grind and overlay streets in this project are in the 6 year street plan          |  |  |  |  |  |  |
| Strategic Initiative:  | Innovative Infrastructure  |  |  |  |  |  |  |
| Deadline:  |  |  |  |  |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)   | Approval of construction contract (to be forwarded to council following bid opening) |  |  |  |  |  |  |
| Background/History:  |  |  |  |  |  |  |  |
| The proposed project is a fellow   | ederally funded grind and overlay project  |  |  |  |  |  |  |
| <ul> <li>Executive Summary:</li> <li>Streets to be receive the grind &amp; overlay include the following:         <ul> <li>Wellesley Ave. – Milton St. to Driscoll Blvd.</li> <li>Sprague Ave. – Scott St. to Helena St.</li> <li>Maple/Ash Streets – Rowan Ave. to Cedar Rd.</li> </ul> </li> <li>The Sprague Ave. portion of this project will be the first part of the project to minimize overlap with the Sprague Ave rebuild project just to the west which is also planned for 2019 construction.</li> <li>This project overlays the area between the 2017 Sprague Ave. project and this next summer's Sprague project.</li> <li>These streets will remain open during construction.</li> </ul> |  |  |  |  |  |  |  |
| Budget Impact:   |  |  |  |  |  |  |  |
| Approved in current year budget?   |  |  |  |  |  |  |  |
| Operations Impact:   |  |  |  |  |  |  |  |
| Consistent with current operat   |  |  |  |  |  |  |  |
| Requires change in current ope   | erations/policy? □Yes ⊠No □N/A   |  |  |  |  |  |  |
| Specify changes required:<br>Known challenges/barriers:  |  |  |  |  |  |  |  |







# City Of Spokane

# **Engineering Services Department**

\* \* \* Bid Tabulation \* \* \*

Original Date

4/11/2018 10:25:03 AM

12/3/2018 2:17:22 PM

Project Number: 2017148

**Project Description** Spokane Arterial Street Preservation Project -

Funding Source North (Phase 1)

North (Phase 1) Update Date
Federal

PreparerRich ProszekAddendum

| Project Number: 2017148 |   |                       | Engineer's Inland Asphalt Company |            | Shamrock Paving Inc |               | Poe Asphalt Paving |                  |               |            |  |
|-------------------------|---|-----------------------|-----------------------------------|------------|---------------------|---------------|--------------------|------------------|---------------|------------|--|
| Item<br>No              | Bid Item<br>Description                                 | Estimated<br>Quantity | Unit<br>Price                     | Amount     | Unit<br>Price       | Amount        | Unit<br>Price      | Amount           | Unit<br>Price | Amount     |  |
|                         | Schedule Description Tax Classification                 |                       |                                   |            |                     |               |                    |                  |               |            |  |
| Sch                     | edule 01 Street Impr                                    | ovements              |                                   |            |                     | Sales tax sha | ll be include      | ed in unit price | es            |            |  |
| 101                     | REIMBURSEMENT FOR<br>THIRD PARTY DAMAGE                 | 1 EST                 | 1.00                              | 1.00       | 1.00                | 1.00          | 1.00               | 1.00             | 1.00          | 1.00       |  |
| 102                     | SPCC PLAN   | 1 LS                  | *****                             | 2,000.00   | * * * * *           | 525.00        | * * * * *          | 1,000.00         | * * * * *     | 2,780.00   |  |
| 103                     | POTHOLING   | 14 EA                 | 350.00                            | 4,900.00   | 770.00              | 10,780.00     | 300.00             | 4,200.00         | 812.00        | 11,368.00  |  |
| 104                     | PUBLIC LIAISON<br>REPRESENTATIVE                        | 1 LS                  | ****                              | 15,000.00  | *****               | 15,350.00     | * * * * *          | 20,000.00        | * * * * *     | 84,010.00  |  |
| 105                     | REFERENCE AND<br>REESTABLISH SURVEY<br>MONUMENT         | 6 EA                  | 500.00                            | 3,000.00   | 530.00              | 3,180.00      | 550.00             | 3,300.00         | 555.00        | 3,330.00   |  |
| 106                     | CLASSIFICATION AND<br>PROTECTION OF<br>SURVEY MONUMENTS | 1 LS                  | *****                             | 4,000.00   | * * * * *           | 4,250.00      | * * * * *          | 4,500.00         | * * * * *     | 4,450.00   |  |
| 107                     | TYPE B PROGRESS<br>SCHEDULE                             | 1 LS                  | * * * * *                         | 5,000.00   | * * * * *           | 1,550.00      | * * * * *          | 5,000.00         | * * * * *     | 4,800.00   |  |
| 108                     | MOBILIZATION  | 1 LS                  | *****                             | 250,000.00 | *****               | 227,899.39    | *****              | 220,198.47       | *****         | 286,000.00 |  |
| 109                     | PROJECT TEMPORARY<br>TRAFFIC CONTROL                    | 1 LS                  | *****                             | 180,000.00 | * * * * *           | 193,300.00    | * * * * *          | 160,000.00       | *****         | 500,000.00 |  |
| 110                     | SPECIAL SIGNS   | 535 SF                | 20.00                             | 10,700.00  | 12.70               | 6,794.50      | 13.00              | 6,955.00         | 11.00         | 5,885.00   |  |
| 111                     | SEQUENTIAL ARROW<br>SIGN                                | 2400 HR               | 5.00                              | 12,000.00  | 2.00                | 4,800.00      | 2.00               | 4,800.00         | 3.30          | 7,920.00   |  |
| 112                     | PORTABLE<br>CHANGEABLE MESSAGE<br>SIGN                  | 400 HR                | 7.00                              | 2,800.00   | 3.70                | 1,480.00      | 5.00               | 2,000.00         | 5.50          | 2,200.00   |  |
| 113                     | TYPE III BARRICADE                                      | 25 EA                 | 50.00                             | 1,250.00   | 55.00               | 1,375.00      | 30.00              | 750.00           | 28.00         | 700.00     |  |
| 114                     | CLEARING AND<br>GRUBBING                                | 1 LS                  | ****                              | 15,000.00  | * * * * *           | 14,800.00     | ****               | 12,500.00        | ****          | 15,680.00  |  |

| Item   Bid Item   Description   Quantity   Price   Amount   Price   Price   Amount   Pric   | rices  00                                    | Price Amoun                                |
|--|--|--|
| Schedule         01         Street Improvements         Sales tax shall be included in unit           115         AIR OR HYDRO EVACUATION OF ROOTS         1         EA         500.00         500.00         715.00         800.00         800.00           116         TREE PROTECTION ZONE         7         EA         350.00         2,450.00         200.00         1,400.00         225.00         1,578           117         TREE PRUNING         33         EA         350.00         11,550.00         195.00         6,435.00         200.00         6,600           118         REMOVAL OF STRUCTURE AND OBSTRUCTION         1         LS         ************************************  | 750.00<br>00 210.00<br>00 200.00<br>00 ***** | 750.00 750<br>210.00 1,470<br>200.00 6,600 |
| EVACUATION OF ROOTS  116 TREE PROTECTION 7 EA 350.00 2,450.00 200.00 1,400.00 225.00 1,579 20NE  117 TREE PRUNING 33 EA 350.00 11,550.00 195.00 6,435.00 200.00 6,600 118 REMOVAL OF STRUCTURE AND OBSTRUCTION 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00  | 210.00<br>00 200.00<br>00 *****              | 210.00 1,470<br>200.00 6,600               |
| ZONE  117 TREE PRUNING  33 EA 350.00 11,550.00 195.00 6,435.00 200.00 6,600  118 REMOVAL OF STRUCTURE AND OBSTRUCTION  119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196  | 00 200.00                                    | 200.00 6,600                               |
| 118 REMOVAL OF 1 LS ****** 12,000.00 ****** 14,290.00 ****** 16,000 OBSTRUCTION 119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,196   | 00 *****                                     | ŕ  |
| STRUCTURE AND OBSTRUCTION  119 REMOVE EXISTING CURB 2157 LF 8.00 17,256.00 10.60 22,864.20 14.00 30,194  |  | * * * * * * 15,120                         |
|  | 00 11.00                                     |  |
| 120 REMOVE EXISTING 277 LE 12.00 3.324.00 10.60 2.936.20 14.00 3.87  | 1  | 11.00 23,727                               |
| CURB AND GUTTER  | 00 11.00                                     | 11.00 3,047                                |
| 121 REMOVE CEMENT 1493 SY 16.00 23,888.00 10.60 15,825.80 19.00 28,360 AND DRIVEWAY  | 11.00  | 11.00 16,423                               |
|  | 00 1,300.00                                  | 1,300.00 7,800                             |
| 123 SAWCUTTING CURB 124 EA 45.00 5,580.00 25.00 3,100.00 40.00 4,960   | 24.50  | 24.50 3,038                                |
| 124 SAWCUTTING RIGID 3069 LFI 1.80 5,524.20 0.80 2,455.20 1.25 3,836 PAVEMENT  | 25 0.82                                      | 0.82 2,516                                 |
| 125 SAWCUTTING FLEXIBLE 151491 LFI 0.80 121,192.80 0.26 39,387.66 0.40 60,594 PAVEMENT   | 40 0.30                                      | 0.30 45,447                                |
| 126 REMOVE AND DISPOSE 200 LF 110.00 22,000.00 18.00 3,600.00 20.00 4,000 OF TROLLEY RAILS   | 00 19.00                                     | 19.00 3,800                                |
| 127 ABANDON EXISTING 1 EA 600.00 600.00 750.00 750.00 520.00 521.00 BASIN OR DRYWELL   | 788.00                                       | 788.00 788                                 |
| 128 REMOVE UNSUITABLE 62 CY 20.00 1,240.00 21.15 1,311.30 23.00 1,420 1,000 1, | 22.00  | 22.00 1,364                                |
| 129 REPLACE UNSUITABLE 62 CY 32.00 1,984.00 34.00 2,108.00 20.00 1,240   | 35.00  | 35.00 2,170                                |
| 130 CONTROLLED DENSITY 40 CY 160.00 6,400.00 180.00 7,200.00 135.00 5,400 FILL   | 00 189.00                                    | 189.00 7,560                               |
| 131 CSTC FOR SIDEWALK 105 CY 90.00 9,450.00 140.00 14,700.00 185.00 19,420   | 30 492.00                                    | 492.00 51,660                              |
| 132 HMA CL. 1/2 IN. PG 70-28, 56369 SY 10.00 563,690.00 9.75 549,597.75 10.25 577,785  | 25 10.00                                     | 10.00 563,690                              |
| 133 HMA CL. 1/2 IN. PG 70-28, 3368 SY 18.00 60,624.00 20.00 67,360.00 22.00 74,090 4 INCH THICK  | 20.00  | 20.00 67,360                               |

| Pı         | roject Number: 20   | 17148                 |               | ineer's<br>timate |               | Asphalt<br>mpany | Shamrock      | Reving Inc       | Poe Asp       | ohalt Paving |
|------------|---|-----------------------|---------------|-------------------|---------------|------------------|---------------|------------------|---------------|--------------|
| Item<br>No | Bid Item<br>Description   | Estimated<br>Quantity | Unit<br>Price | Amount            | Unit<br>Price | Amount           | Unit<br>Price | Amount           | Unit<br>Price | Amount       |
|            | Schedule  | Description           |               |                   |               | Tax Classi       | fication      |                  |               |              |
| Sch        | edule 01 Street Impr  | ovements              |               |                   |               | Sales tax sha    | II be include | ed in unit price | es            |              |
| 134        | HMA FOR APPROACH<br>CL. 1/2 IN. PG 70-28, 2<br>INCH THICK                                   | 3199 SY               | 20.00         | 63,980.00         | 12.50         | 39,987.50        | 31.00         | 99,169.00        | 22.00         | 70,378.00    |
| 135        | HMA FOR APPROACH<br>CL. 1/2 IN. PG 64-28, 4<br>INCH THICK                                   | 604 SY                | 20.00         | 12,080.00         | 25.50         | 15,402.00        | 32.00         | 19,328.00        | 37.00         | 22,348.00    |
| 136        | HMA FOR PRELEVELING<br>CL. 1/2 IN. PG 64-28   | 680 TO                | 160.00        | 108,800.00        | 100.00        | 68,000.00        | 106.00        | 72,080.00        | 75.00         | 51,000.00    |
| 137        | HMA FOR PAVEMENT<br>REPAIR CL. 1/2 IN. PG 70-<br>28, 2 INCH THICK                           | 999 SY                | 40.00         | 39,960.00         | 14.20         | 14,185.80        | 16.00         | 15,984.00        | 21.00         | 20,979.00    |
| 138        | HMA FOR PAVEMENT<br>REPAIR CL. 1/2 IN. PG 70-<br>28, 4 INCH THICK                           | 1063 SY               | 45.00         | 47,835.00         | 24.55         | 26,096.65        | 32.00         | 34,016.00        | 45.00         | 47,835.00    |
| 139        | HMA FOR PAVEMENT<br>REPAIR CL. 1/2 IN. PG 70-<br>28, 5 INCH THICK                           | 2173 SY               | 60.00         | 130,380.00        | 31.00         | 67,363.00        | 40.00         | 86,920.00        | 63.00         | 136,899.00   |
| 140        | HMA FOR PAVEMENT<br>REPAIR CL. 1/2 IN. PG 70-<br>28, 7 INCH THICK                           | 1996 SY               | 70.00         | 139,720.00        | 42.00         | 83,832.00        | 67.00         | 133,732.00       | 85.00         | 169,660.00   |
| 141        | PAVEMENT REPAIR<br>EXCAVATION INCL. HAUL  | 6231 SY               | 30.00         | 186,930.00        | 21.30         | 132,720.30       | 42.00         | 261,702.00       | 9.00          | 56,079.00    |
| 142        | HMA FOR TRANSITION,<br>CL. 1/2 IN. PG 64-28, 2<br>INCH THICK                                | 90 SY                 | 45.00         | 4,050.00          | 25.00         | 2,250.00         | 55.00         | 4,950.00         | 220.00        | 19,800.00    |
| 143        | CRACK SEALING 1-INCH to 3-INCH  | 15000 LF              | 2.00          | 30,000.00         | 1.40          | 21,000.00        | 2.00          | 30,000.00        | 1.50          | 22,500.00    |
| 144        | CRACK SEALING 3-INCH to 6-INCH  | 1800 LF               | 12.00         | 21,600.00         | 4.20          | 7,560.00         | 10.50         | 18,900.00        | 4.50          | 8,100.00     |
| 145        | PLANING BITUMINOUS<br>PAVEMENT - 2 INCH<br>DEPTH  | 59449 SY              | 6.00          | 356,694.00        | 2.50          | 148,622.50       | 2.00          | 118,898.00       | 3.00          | 178,347.00   |
| 146        | PLANING BITUMINOUS<br>PAVEMENT - 4 INCH<br>DEPTH  | 3951 SY               | 9.00          | 35,559.00         | 8.00          | 31,608.00        | 6.15          | 24,298.65        | 11.00         | 43,461.00    |
| 147        | JOB MIX COMPLIANCE<br>PRICE ADJUSTMENT  | 1 EST                 | -1.00         | -1.00             | -1.00         | -1.00            | -1.00         | -1.00            | -1.00         | -1.00        |
| 148        | COMPACTION PRICE ADJUSTMENT   | 12500 EST             | 1.00          | 12,500.00         | 1.00          | 12,500.00        | 1.00          | 12,500.00        | 1.00          | 12,500.00    |
| 149        | COMMERCIAL<br>CONCRETE  | 10 CY                 | 220.00        | 2,200.00          | 350.00        | 3,500.00         | 125.00        | 1,250.00         | 345.00        | 3,450.00     |
| 150        | CEMENT CONCRETE<br>CURB WALL  | 46 LF                 | 60.00         | 2,760.00          | 79.40         | 3,652.40         | 85.00         | 3,910.00         | 83.00         | 3,818.00     |
| 151        | DUCTILE IRON STORM<br>SEWER PIPE 12 IN.<br>DIAM., INCL.<br>STRUCTURAL<br>EXCAVATION CLASS B | 20 LF                 | 75.00         | 1,500.00          | 100.00        | 2,000.00         | 125.00        | 2,500.00         | 104.00        | 2,080.00     |

| Pı         | roject Number: 20  | 17148                 |               | ineer's<br>imate |               | l Asphalt<br>mpany | Shamroc       | k Paving Inc | Poe As <sub>l</sub> | ohalt Paving |
|------------|--|-----------------------|---------------|------------------|---------------|--------------------|---------------|--------------|---------------------|--------------|
| Item<br>No | Bid Item<br>Description  | Estimated<br>Quantity | Unit<br>Price | Amount           | Unit<br>Price | Amount             | Unit<br>Price | Amount       | Unit<br>Price       | Amount       |
| Sch        | Schedule Description  Schedule 01 Street Improvements  Schedule 01 Street Improvements  Sales tax shall be included in unit prices |                       |               |                  |               |                    |               |              |                     |              |
|            | MANHOLE TYPE I, BASIC PRICE  | 1 EA                  | 2,900.00      | 2,900.00         | 3,230.00      |                    | 2,575.00      | ·            | 3,400.00            | 3,400.00     |
| 153        | ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE  | 5 EA                  | 550.00        | 2,750.00         | 800.00        | 4,000.00           | 550.00        | 2,750.00     | 840.00              | 4,200.00     |
| 154        | CATCH BASIN TYPE 1   | 3 EA                  | 2,300.00      | 6,900.00         | 2,800.00      | 8,400.00           | 2,750.00      | 8,250.00     | 2,950.00            | 8,850.00     |
| 155        | CATCH BASIN TYPE 2   | 1 EA                  | 2,300.00      | 2,300.00         | 3,700.00      | 3,700.00           | 4,850.00      | 4,850.00     | 3,900.00            | 3,900.00     |
| 156        | CATCH BASIN TYPE 2<br>WITH FRAME & DUAL<br>VANED GRATE   | 1 EA                  | 2,800.00      | 2,800.00         | 3,700.00      | 3,700.00           | 4,850.00      | 4,850.00     | 3,900.00            | 3,900.00     |
| 157        | CATCH BASIN TYPE 3   | 5 EA                  | 2,500.00      | 12,500.00        | 2,970.00      | 14,850.00          | 2,900.00      | 14,500.00    | 3,100.00            | 15,500.00    |
| 158        | RETROFIT SURFACE<br>INLET CATCH BASIN<br>WITH FRAME & VANED<br>GRATE   | 7 EA                  | 800.00        | 5,600.00         | 735.00        | 5,145.00           | 910.00        | 6,370.00     | 775.00              | 5,425.00     |
| 159        | RETROFIT SURFACE<br>INLET CATCH BASIN<br>WITH FRAME & BI-<br>DIRECTIONAL VANED<br>GRATE  | 15 EA                 | 800.00        | 12,000.00        | 735.00        | 11,025.00          | 910.00        | 13,650.00    | 775.00              | 11,625.00    |
| 160        | MANHOLE OR DRYWELL<br>FRAME AND COVER<br>(STANDARD)  | 9 EA                  | 400.00        | 3,600.00         | 750.00        | 6,750.00           | 800.00        | 7,200.00     | 800.00              | 7,200.00     |
| 161        | ,  | 47 EA                 | 400.00        | 18,800.00        | 750.00        | 35,250.00          | 850.00        | 39,950.00    | 800.00              | 37,600.00    |
| 162        | VALVE BOX AND COVER  | 71 EA                 | 300.00        | 21,300.00        | 390.00        | 27,690.00          | 500.00        | 35,500.00    | 425.00              | 30,175.00    |
| 163        | CLEANING EXISTING<br>DRAINAGE STRUCTURE  | 41 EA                 | 350.00        | 14,350.00        | 655.00        | 26,855.00          | 475.00        | 19,475.00    | 700.00              | 28,700.00    |
| 164        | EXTRA WORK<br>ALLOWANCE FOR ROCK<br>EXCAVATION -<br>TRENCHES   | 20 CY                 | 90.00         | 1,800.00         | 116.00        | 2,320.00           | 250.00        | 5,000.00     | 120.00              | 2,400.00     |
| 165        | REMOVE UNSUITABLE<br>PIPE FOUNDATION<br>MATERIAL   | 20 CY                 | 27.00         | 540.00           | 22.00         | 440.00             | 40.00         | 800.00       | 22.00               | 440.00       |
| 166        | REPLACE UNSUITABLE<br>PIPE FOUNDATION<br>MATERIAL  | 20 CY                 | 35.00         | 700.00           | 34.00         | 680.00             | 40.00         | 800.00       | 35.00               | 700.00       |
| 167        | IMPORTED BACKFILL  | 50 CY                 | 35.00         | 1,750.00         | 34.00         | 1,700.00           | 36.31         | 1,815.50     | 35.00               | 1,750.00     |
| 168        | TRENCH SAFETY<br>SYSTEM  | 1 LS                  | ****          | 2,000.00         | ****          | 700.00             | *****         | 4,248.00     | * * * * *           | 700.00       |

| Pr         | roject Number: 20  | 17148                 | _             | ineer's<br>timate |               | l Asphalt<br>mpany          | Shamrock      | Paving Inc       | Poe As        | ohalt Paving |
|------------|--|-----------------------|---------------|-------------------|---------------|-----------------------------|---------------|------------------|---------------|--------------|
| Item<br>No | Bid Item<br>Description  | Estimated<br>Quantity | Unit<br>Price | Amount            | Unit<br>Price | Amount                      | Unit<br>Price | Amount           | Unit<br>Price | Amount       |
| Sch        | Schedule edule 01 Street Impr  | Description overnents |               |                   |               | Tax Classi<br>Sales tax sha |               | ed in unit price | es            |              |
| 169        | CATCH BASIN DUCTILE<br>IRON SEWER PIPE 8 IN.<br>DIAM.                    | 350 LF                | 55.00         | 19,250.00         | 65.60         | 22,960.00                   | 103.00        | 36,050.00        | 69.00         | 24,150.00    |
| 170        | CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE | 6 EA                  | 400.00        | 2,400.00          | 1,060.00      | 6,360.00                    | 1,070.00      | 6,420.00         | 1,110.00      | 6,660.00     |
| 171        | CONNECT 8 IN. DIAM.<br>SEWER PIPE TO<br>EXISTING SEWER PIPE              | 3 EA                  | 600.00        | 1,800.00          | 850.00        | 2,550.00                    | 820.00        | 2,460.00         | 888.00        | 2,664.00     |
| 172        | CONNECT 12 IN. DIAM.<br>SEWER PIPE TO<br>EXISTING SEWER PIPE             | 2 EA                  | 700.00        | 1,400.00          | 1,060.00      | 2,120.00                    | 820.00        | 1,640.00         | 1,110.00      | 2,220.00     |
| 173        | PLUGGING EXISTING<br>PIPE  | 4 EA                  | 350.00        | 1,400.00          | 1,060.00      | 4,240.00                    | 230.00        | 920.00           | 1,110.00      | 4,440.00     |
| 174        | TEMPORARY ADJACENT<br>UTILITY SUPPORT                                    | 1 LS                  | ****          | 750.00            | * * * * *     | 655.00                      | * * * * *     | 3,500.00         | *****         | 700.00       |
| 175        | ESC LEAD   | 1 LS                  | *****         | 1,700.00          | * * * * *     | 2,000.00                    | * * * * *     | 1,800.00         | *****         | 2,780.00     |
| 176        | INLET PROTECTION   | 52 EA                 | 80.00         | 4,160.00          | 105.00        | 5,460.00                    | 75.00         | 3,900.00         | 58.00         | 3,016.00     |
| 177        | TOPSOIL TYPE A, 2 INCH<br>THICK  | 137 SY                | 10.50         | 1,438.50          | 10.00         | 1,370.00                    | 10.00         | 1,370.00         | 10.00         | 1,370.00     |
| 178        | SOD INSTALLATION   | 137 SY                | 12.00         | 1,644.00          | 12.00         | 1,644.00                    | 12.00         | 1,644.00         | 12.00         | 1,644.00     |
| 179        | CURB DROP INLET -<br>MODIFIED  | 1 EA                  | 250.00        | 250.00            | 320.00        | 320.00                      | 330.00        | 330.00           | 335.00        | 335.00       |
| 180        | REPLACE<br>LANDSCAPING - PRIDE<br>PREP                                   | 1 LS                  | ****          | 2,000.00          | ****          | 3,175.00                    | * * * * *     | 3,500.00         | * * * * *     | 3,330.00     |
| 181        | REMOVE AND REPLACE<br>EXISTING SPRINKLER<br>HEADS AND LINES              | 1 LS                  | *****         | 4,000.00          | * * * * *     | 20,110.00                   | * * * * *     | 25,000.00        | *****         | 21,000.00    |
| 182        | CEMENT CONCRETE CURB   | 1957 LF               | 22.00         | 43,054.00         | 21.20         | 41,488.40                   | 22.00         | 43,054.00        | 20.00         | 39,140.00    |
| 183        | CEMENT CONC. CURB<br>AND GUTTER  | 652 LF                | 25.00         | 16,300.00         | 26.50         | 17,278.00                   | 28.00         | 18,256.00        | 28.00         | 18,256.00    |
| 184        | CEMENT CONCRETE<br>DRIVEWAY  | 76 SY                 | 56.00         | 4,256.00          | 58.20         | 4,423.20                    | 65.00         | 4,940.00         | 62.00         | 4,712.00     |
| 185        | CEMENT CONCRETE<br>DRIVEWAY TRANSITION                                   | 10 SY                 | 56.00         | 560.00            | 58.20         | 582.00                      | 65.00         | 650.00           | 62.00         | 620.00       |
| 186        | CHANNELIZING DEVICES   | 2 EA                  | 250.00        | 500.00            | 160.00        | 320.00                      | 200.00        | 400.00           | 165.00        | 330.00       |

| Pi         | roject Number: 20  | 17148                  |               | ineer's<br>timate |               | l Asphalt<br>mpany          | Shamrocl      | k Paving Inc     | Poe As        | phalt Paving |
|------------|--|------------------------|---------------|-------------------|---------------|-----------------------------|---------------|------------------|---------------|--------------|
| Item<br>No | Bid Item<br>Description  | Estimated<br>Quantity  | Unit<br>Price | Amount            | Unit<br>Price | Amount                      | Unit<br>Price | Amount           | Unit<br>Price | Amount       |
| Sch        | Schedule edule 01 Street Impr  | e Description ovements |               |                   |               | Tax Classi<br>Sales tax sha |               | ed in unit price | es            |              |
| 187        | MONUMENT FRAME AND COVER   | 1 EA                   | 400.00        | 400.00            | 530.00        | 530.00                      | 550.00        | 550.00           | 1,375.00      | 1,375.00     |
| 188        | CEMENT CONC.<br>SIDEWALK   | 1577 SY                | 55.00         | 86,735.00         | 46.60         | 73,488.20                   | 47.00         | 74,119.00        | 50.00         | 78,850.00    |
| 189        | RAMP DETECTABLE<br>WARNING   | 696 SF                 | 25.00         | 17,400.00         | 23.30         | 16,216.80                   | 24.00         | 16,704.00        | 25.00         | 17,400.00    |
| 190        | COMMUNICATION<br>CONDUIT SYSTEM 1  | 1 LS                   | ****          | 9,000.00          | * * * * *     | 8,890.00                    | ****          | 7,000.00         | ****          | 9,340.00     |
| 191        | COMMUNICATION<br>CONDUIT SYSTEM 2  | 1 LS                   | * * * * *     | 6,000.00          | * * * * *     | 6,775.00                    | * * * * *     | 9,000.00         | * * * * *     | 7,110.00     |
| 192        | SIGNING, PERMANENT,<br>CONTRACTOR<br>MANUFACTURED SIGNS,<br>MAPLE-ASH      | 1 LS                   | * * * * *     | 12,000.00         | ****          | 11,150.00                   | * * * * *     | 11,500.00        | ****          | 11,710.00    |
| 193        | SIGNING, PERMANENT,<br>CONTRACTOR<br>MANUFACTURED SIGNS,<br>WELLESLEY      | 1 LS                   | * * * * *     | 8,000.00          | ****          | 7,235.00                    | * * * * *     | 7,500.00         | ****          | 7,600.00     |
| 194        | SIGNING, PERMANENT,<br>CONTRACTOR<br>MANUFACTURED SIGNS,<br>SPRAGUE (EAST) | 1 LS                   | * * * * *     | 2,500.00          | ****          | 2,400.00                    | * * * * *     | 2,500.00         | ****          | 2,500.00     |
| 195        | SIGNING, PERMANENT,<br>CONTRACTOR<br>MANUFACTURED SIGNS,<br>SPRAGUE (WEST) | 1 LS                   | * * * * *     | 5,000.00          | ****          | 6,090.00                    | * * * * *     | 6,500.00         | ****          | 6,400.00     |
| 196        | PAVEMENT MARKING -<br>DURABLE HEAT APPLIED                                 | 6895 SF                | 10.00         | 68,950.00         | 8.75          | 60,331.25                   | 8.75          | 60,331.25        | 9.20          | 63,434.00    |
| 197        | PAVEMENT MARKING -<br>PAINT  | 625 SF                 | 1.00          | 625.00            | 1.00          | 625.00                      | 1.00          | 625.00           | 0.84          | 525.00       |
| 198        | WORD AND SYMBOL<br>MARKINGS - DURABLE<br>HEAT APPLIED                      | 13 EA                  | 200.00        | 2,600.00          | 160.00        | 2,080.00                    | 160.00        | 2,080.00         | 165.00        | 2,145.00     |
| 199        | TEMPORARY PAVEMENT<br>MARKING, MAPLE - ASH                                 | 1 LS                   | * * * * *     | 1,000.00          | * * * * *     | 1,800.00                    | * * * * *     | 7,800.00         | * * * * *     | 8,340.00     |
| 200        | TEMPORARY PAVEMENT<br>MARKING, SPRAGUE<br>(EAST)                           | 1 LS                   | *****         | 750.00            | *****         | 800.00                      | *****         | 6,500.00         | * * * * *     | 2,220.00     |
| 201        | TEMPORARY PAVEMENT<br>MARKING, SPRAGUE<br>(WEST)                           | 1 LS                   | * * * * *     | 500.00            | * * * * *     | 800.00                      | * * * * *     | 6,500.00         | * * * * *     | 2,220.00     |
|            |  | Schedule Tot           | als           | 3,015,363.50      |               | 2,422,422.00                |               | 2,777,777.77     | !             | 3,147,688.88 |

| Project Number | <i>2017148</i> | Spokane Arterial Street Preservation Project - North (Phase 1) |
|----------------|----------------|--|
|----------------|----------------|--|

| C | CH | ED | III | $\boldsymbol{F}$ | ÇI. | IM | M | 1 | $oldsymbol{R}oldsymbol{V}$ |
|---|----|----|-----|------------------|-----|----|---|---|----------------------------|
|   |    |    |     |                  |     |    |   |   |                            |

|                       | Sched 1      | Sched 2 | Sched 3 | Sched 4 | Sched 5 | Sched 6 | Sched 7 | Sched 8 | Total        |
|-----------------------|--------------|---------|---------|---------|---------|---------|---------|---------|--------------|
| Engineer's Est        | 3,015,363.50 | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 3,015,363.50 |
| Inland Asphalt Compan | 2,422,422.00 | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 2,422,422.00 |
| Shamrock Paving Inc   | 2,777,777.77 | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 2,777,777.77 |
| Poe Asphalt Paving    | 3,147,688.88 | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 0.00    | 3,147,688.88 |

Low Bid Contractor: Inland Asphalt Company

|             | Contractor's Bid | Engineer's Estimate | % Variance |                  |
|-------------|------------------|---------------------|------------|------------------|
| Schedule 01 | \$2,422,422.00   | \$3,015,363.50      | 19.66      | % Under Estimate |

| Scheaule 01 | φ2,422,422.00  | φ3,013,303.30<br> |                        |
|-------------|----------------|-------------------|------------------------|
| Bid Totals  | \$2,422,422.00 | \$3,015,363.50    | 19.66 % Under Estimate |

| SPOKANE Agenda Sheet      | for City Council Meeting of:      | Date Rec'd       | 12/3/2018     |
|---------------------------|-----------------------------------|------------------|---------------|
| 12/17/2018                |                                   | Clerk's File #   | OPR 2018-0796 |
|                           |                                   | Renews #         |               |
| Submitting Dept           | PLANNING                          | Cross Ref #      |               |
| <b>Contact Name/Phone</b> | CHRISTOPHER 625-6194              | Project #        |               |
| Contact E-Mail            | CGREEN@SPOKANECITY.ORG            | Bid #            |               |
| Agenda Item Type          | Contract Item                     | Requisition #    |               |
| Agenda Item Name          | 0650 - PBIA ADMINISTRATING & OPER | ATIONS AGREEMENT | FOR EAST      |

To renew the program management contract for the East Spokane Business Association (ESBA) to administer and operate the East Sprague PBIA/Business Improvement District (BID) for an additional four (4) years.

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

The City and the East Spokane Business Association (ESBA) entered into a contract in September 2017 to administer the East Sprague Business Improvement District (BID), organized as a Parking and Business Improvement Area (PBIA) under Washington law. SMC 4.31C.090 and RCW 35.87A.110 allow the City to contract with an appropriate business association for administering and operating the BID. This is the first of two additional four-year extensions provided for in the original contract agreement with ESBA.

| Fiscal Impact            | Grant related? | NO          | <b>Budget Account</b>     |                         |  |  |
|--------------------------|----------------|-------------|---------------------------|-------------------------|--|--|
|                          | Public Works?  | NO          |                           |                         |  |  |
| Select \$                |                |             | #                         |                         |  |  |
| Select \$                |                |             | #                         |                         |  |  |
| Select \$                |                |             | #                         |                         |  |  |
| Select \$                |                |             | #                         |                         |  |  |
| <u>Approvals</u>         |                |             | Council Notifications     |                         |  |  |
| <u>Dept Head</u>         | TRAUTM         | AN, HEATHER | Study Session             |                         |  |  |
| <u>Division Director</u> | KINDER,        | DAWN        | <u>Other</u>              | Urban Experience        |  |  |
| <u>Finance</u>           | ORLOB, I       | KIMBERLY    | <b>Distribution List</b>  |                         |  |  |
| <u>Legal</u>             | PICCOLO        | , MIKE      | cgreen@spokanecity.org    | marvoreg.esba@gmail.com |  |  |
| For the Mayor            | ORMSBY         | , MICHAEL   | sbishop@spokanecity.org   |                         |  |  |
| <b>Additional Appro</b>  | ovals          |             | mpiccolo@spokanecity.org  |                         |  |  |
| <u>Purchasing</u>        |                |             | dkinder@spokanecity.org   |                         |  |  |
|                          |                |             | htrautman@spokanecity.org |                         |  |  |
|                          |                |             | laverne@accessunified.ne  | t                       |  |  |
|                          |                |             | jim@tinrooffurniture.com  |                         |  |  |



### **City of Spokane**

#### CONTRACT EXTENSION 1 OF 2

Title: PBIA ADMINISTRATING AND OPERATIONS AGREEMENT

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **THE EAST SPOKANE BUSINESS ASSOCIATION (ESBA)**, as ("Association"), having its principal place of business at 1420 East Sprague Avenue, Spokane, Washington, 99202 and a mailing address of PO Box 4132, Spokane, WA 99220, hereafter individually as "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein The Association is hereby retained pursuant to SMC 4.31C.090 and RCW 35.87A.110 to administer the PBIA on the City's behalf; and

WHEREAS, the initial agreement provided for two additional four-year extensions, with this being the 1st of those extensions.

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

#### 1. CONTRACT DOCUMENTS.

The Contract, dated September 13, 2017 and September 28, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATE.

This Contract Extension shall become effective on January 1, 2019.

#### 3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2022.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Extension by having legally-binding representatives affix their signatures below.

| THE EAST SPOKANE BUSINESS<br>ASSOCIATION (ESBA) | CITY OF SPOKANE         |
|---|-------------------------|
| By<br>Signature Date                            | By<br>Signature Date    |
| Type or Print Name                              | Type or Print Name      |
| Title   | Title                   |
| Attest:   | Approved as to form:    |
| City Clerk                                      | Assistant City Attorney |

| SPOKANE Agenda Sheet      | for City Council Meeting of:     | Date Rec'd       | 12/3/2018     |
|---------------------------|----------------------------------|------------------|---------------|
| 12/17/2018                |                                  | Clerk's File #   | OPR 2018-0797 |
|                           |                                  | Renews #         |               |
| Submitting Dept           | PLANNING                         | Cross Ref #      |               |
| <b>Contact Name/Phone</b> | MELISSA 625-6087                 | Project #        |               |
| Contact E-Mail            | MWITTSTRUCK@SPOKANECITY.ORG      | Bid #            |               |
| Agenda Item Type          | Contract Item                    | Requisition #    | CR19919       |
| Agenda Item Name          | 0650 - NORTH RIVER BANK SUB-AREA | PLANNING PROCESS |               |

Consultant Community Attributes Inc (CAI) was selected in a competitive process to work on the North River Bank Sub-Area planning project.

### **Summary (Background)**

The North River Bank sub-area planning process will begin December 2018 and be completed with legislative approval by June 30, 2019. Planning deliverables include a guiding policy document and development standards to implement the sub-area plan. Public participation is a major piece in the accelerated timeline. Deliverables will link to the Downtown Central process, become part of the Comprehensive Plan, and amend SMC development standards for the sub-area.

| Fiscal Impact Grant related? NO |               | NO           | <b>Budget Account</b>     |                  |  |  |
|---------------------------------|---------------|--------------|---------------------------|------------------|--|--|
|                                 | Public Works? | NO           |                           |                  |  |  |
| Expense \$ 75,0                 | 00            |              | # 0650-30210-58620-       | 54201-99999      |  |  |
| Select \$                       |               |              | #                         |                  |  |  |
| Select \$                       |               |              | #                         |                  |  |  |
| Select \$                       |               |              | #                         |                  |  |  |
| Approvals                       |               |              | <b>Council Notificat</b>  | tions            |  |  |
| Dept Head                       | TRAUTM        | IAN, HEATHER | Study Session             |                  |  |  |
| <b>Division Director</b>        | KINDER,       | DAWN         | <u>Other</u>              | Urban Experience |  |  |
| <u>Finance</u>                  | ORLOB,        | KIMBERLY     | Distribution List         |                  |  |  |
| <u>Legal</u>                    | ODLE, M       | ARI          | mwittstruck@spokane       | ecity.org        |  |  |
| For the Mayor                   | ORMSBY        | , MICHAEL    | dkinder@spokanecity.      | org              |  |  |
| Additional App                  | rovals        |              | htrautman@spokanecity.org |                  |  |  |
| <u>Purchasing</u>               |               |              | aworlock@spokanecity.org  |                  |  |  |
|                                 |               |              | kfreibott@spokanecity.org |                  |  |  |
|                                 |               |              | korlob@spokanecity.org    |                  |  |  |
|                                 |               |              | sbishop@spokanecity.org   |                  |  |  |



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

#### **Agenda Wording**

The scope of services includes development of a new policy document and new development standards through a public participation process.

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

Prior to the adoption of the current Downtown Plan, 2008 Fast Forward Spokane, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum which predated the modern Spokane Arena, all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

| Fiscal Impact               | Budget Account |
|-----------------------------|----------------|
| Select \$                   | #              |
| Select \$                   | #              |
| Distribution List           |                |
| nzollinger@spokanecity.org  |                |
| cbrazington@spokanecity.org |                |
|                             |                |
|                             |                |

# **Briefing Paper and Staff Report Urban Experience Committee**

| Division & Department:  | BDS - Long Range Planning  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
| Subject:  | North River Bank Sub-area planning RFP   |  |  |  |  |  |  |
| Date:   | October 8, 2018  |  |  |  |  |  |  |
| Contact (email & phone):  | mwittstruck@spokanecity.org  |  |  |  |  |  |  |
| City Council Sponsor:   | Lori Kinnear Tentative Ben Stuckart, Candace Mumm  |  |  |  |  |  |  |
| <b>Executive Sponsor:</b>   | Heather Trautman   |  |  |  |  |  |  |
| Committee(s) Impacted:  | Urban Experience   |  |  |  |  |  |  |
| Type of Agenda item:  | Hearing Discussion Strategic Initiative  |  |  |  |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Comprehensive Plan Downtown Plan   |  |  |  |  |  |  |
| Strategic Initiative:   | Advance downtown as region's largest and strongest center  |  |  |  |  |  |  |
| Deadline:   | Contract to Council tentatively early November. RFP released 9/26; proposals due 10/12; selection due by 10/17.  |  |  |  |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)  | The North River Bank sub-area planning process will begin November 2018 and be completed with legislative approval by June 30, 2019. Planning deliverables include a guiding policy document and development standards to implement the sub-area plan. Public participation is a major piece in the accelerated timeline. Deliverables will link to the Downtown Central process, become part of the Comprehensive Plan, and amend SMC development standards for the sub-area. |  |  |  |  |  |  |

#### Background/History:

- The City adopted the 1982 Riverbank Design Plan and development standards in the North Riverbank Overlay. The 1982 Design Plan was rescinded; development standards remain. Many components of the earlier vision are echoed in the 2008 Downtown Plan Update.
- The City's zoning map includes an overlay for the North bank, which includes special standards for building orientation, massing, and height regulations. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.
- From a policy and regulatory perspective, the area is impacted by numerous different and partially overlapping boundaries such as the Shoreline Master Program regulations, Downtown Plan and BID boundaries, West Quadrant TIF, and three neighborhood council boundaries making a coherent, overarching development plan difficult and development proposals complex to execute (Wonder Building, Falls Towers etc).
- As the <u>Riverfront Park renovation</u>, Kendall Yards, and other major projects continue to draw attention to downtown Spokane, the pressure for higher intensity urban development on the North Bank— both commercial and multi-family residential— highlight the challenges, needs and opportunities.
- Current development opportunities, pressure, and potential facilities projects necessitate initiating this sub-area plan before Downtown Central planning gets underway in early 2019, as that process is anticipated to have a longer timeline.

| Executive Summary: |  |  |  |
|--------------------|--|--|--|
|                    |  |  |  |

| The proposed North Bank sub-area plan will contain a focused and detailed statement of the         |  |  |  |
|--|--|--|--|
| community's vision for the sub-area, a preferred development scenario that represents the physical |  |  |  |
| expression of that vision, together with an implementation strategy prioritizing new development   |  |  |  |
| standards and consisting of recommendations for land use and zoning, along with multimodal         |  |  |  |
| connections, open spaces, and economic development strategies. When complete, the new sub-area     |  |  |  |
| plan will be adopted and incorporated into the City's Comprehensive Plan and new development       |  |  |  |
| standards adopted, amending the Spokane Municipal Code   |  |  |  |
|  |  |  |  |
| Budget Impact:   |  |  |  |
|  |  |  |  |
| Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A             |  |  |  |
| If new, specify funding source:  |  |  |  |
| Other budget impacts: (revenue generating, match requirements, etc.)                               |  |  |  |
| Operations Impact:   |  |  |  |
| Consistent with current operations/policy? Yes No N/A  |  |  |  |
| Requires change in current operations/policy? Yes No N/A   |  |  |  |
| Specify changes required: The proposal represents a change to City code.                           |  |  |  |
| Known challenges/barriers: Accelerated timeline, significant outreach to many groups               |  |  |  |
|  |  |  |  |

Attachment:

| CILY CICINS INC. | City | / Clerk's No. |  |
|------------------|------|---------------|--|
|------------------|------|---------------|--|



# **City of Spokane**

## **CONSULTANT AGREEMENT**

# Title: NORTH RIVER BANK SUB-AREA PLANNING

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMMUNITY ATTRIBUTES**, **INC.**, whose address is 500 Union Street, Suite 200, Seattle, Washington, 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide North River Bank Sub-area Planning Services to the City of Spokane; and

WHEREAS, the Consultant was selected through an Informal Request for Proposal.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

### 1. TERM OF AGREEMENT.

The term of this Agreement begins on December 18, 2018 and ends on August 30, 2019, unless amended by written agreement or terminated earlier under the provisions.

### 2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

### 3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the Informal Request for Proposal, attached as Exhibit B, and the Negotiated Scope of Services, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress. Work shall be authorized by the City by means of written task assignments associated with specific projects. The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline

of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

**4. CONTRACT DOCUMENTS.** This Agreement, City's Informal Request for Proposal, and the Negotiated Scope of Services are the contract documents. In the event of a conflict, this City contract controls.

### 5. PAYMENT.

Total compensation for Consultant's services under this Agreement shall not exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, unless modified by a written amendment to this Agreement.

### 6. COMPENSATION/PAYMENT.

The Company shall submit its applications for payment to City of Spokane, Planning Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

### 7. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare** (out of town subconsultants only): Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals** (out of town subconsultants only): Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation*. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging** (out of town subconsultants only): Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car** (out of town subconsultants only): Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant**: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

### 8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

### 9. CITY OF SPOKANE BUSINESS LICENSE.

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

### 10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

| If to the City:                  | If to the Consultant:       |
|----------------------------------|-----------------------------|
| Planning Services Department     | Community Attributes, Inc.  |
| City of Spokane                  | 500 Union Street, Suite 200 |
| 808 West Spokane Falls Boulevard | Seattle, Washington, 98101  |
| Spokane, Washington 99201        | •                           |

### 11. SOCIAL EQUITY REQUIREMENTS.

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. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

### 12. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

### 13. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington. During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### 14. DEBARMENT AND SUSPENSION.

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

### 15. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

### **16. INDEPENDENT CONSULTANT.**

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

### 17. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

### 18. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

### 19. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

### 20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

### 21. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

### 22. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by

the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

### 23. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are *public records* which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Consultant, the City will release the requested records.

### 24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### 25. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reason's Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

### 26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time

extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

### 27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

| COMMUNITY ATTRIBUTES, INC.          | CITY OF SPOKANE         |  |
|-------------------------------------|-------------------------|--|
| By Qu Marin 11/3 4/8 Signature Date | By<br>Signature Date    |  |
| Chris Maffara<br>Type or Print Name | Type or Print Name      |  |
| Preside (CEO                        | Type of Fillit Name     |  |
| Title                               | Title                   |  |
| Attest:                             | Approved as to form:    |  |
|                                     |                         |  |
| City Clerk                          | Assistant City Attorney |  |
|                                     |                         |  |

# Attachments:

Exhibit A – Debarment Certificate

Exhibit B – Informal Request for Proposal

Exhibit C - Negotiated Scope of Services - 11-20-2018

18-216

# **EXHIBIT A**

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 5. I understand that a false statement of this certification may be grounds for termination of the contract.

| Name of Subrecipient / Contractor / Consultant (Type or Print)                            | Program Title (Type or Print) |
|---|-------------------------------|
| Name of Certifying Official (Type or Print)  Title of Certifying Official (Type or Print) | Signature    1/3              |

# **EXHIBIT B**

# EXMIDIT B CITY OF SPOKANE



# INFORMAL REQUEST FOR PROPOSALS

| DESCRIPTION: DEPARTMENT: DUE DATE: |   | North River Bank Sub-area Planning  |
|------------------------------------|---|---|
|                                    |   | Neighborhood & Planning Services  |
|                                    |   | October 12, 2018 no later than 1:00 p.m. Pacific  |
|                                    |   | 1. INTRODUCTION   |
| 1.1                                | PURPOSE   |   |
|                                    | Question and A<br>Proposals Due  A qualified Conto prepare the strategy for the | sokane is soliciting proposals for answer Period 9/26/18 - 10/03/18. Issue Addendum to IRFP (if applicable) 10/04/18. 10/12/18  sultant will be retained to work with City staff, elected officials, stakeholders and citizen North Bank sub-area vision and plan as a development guide and implementation future growth of the area as well as a distinct set of recommended municipal code equired to implement the sub-area plan through development standards. |
| 1.2                                | FUNDING   | General Fund  |
|                                    | considered re   | budgeted an amount not to exceed \$75,000.00 for this project submitted must be under this amount including all costs and fees to sponsive. Any contract awarded as a result of this procurement is continged ability of funding.   |
| 1.3                                | PERIOD OF   | PERFORMANCE   |
|                                    | The proposed  | contract is estimated to begin on November 12, 2018 and run through   |
|                                    | June 30, 20   | -   |
|                                    | N/A   |   |
|                                    | may be exten  | wals or extensions, if any, shall be at the sole discretion of the City. The contrainded for additional one-year contract periods, subject to mutter that the total contract period not to exceed five (5) years.   |

# ద CITY OF SPOKANE



# INFORMAL REQUEST FOR PROPOSALS

### 2. SCOPE OF SERVICES

### 2.1 SCOPE OF SERVICES

Question and Answer Period 9/26/18 - 10/03/18. Issue Addendum to IRFP (if applicable) 10/04/18. Proposals Due: 10/12/18

#### **BACKGROUND AND PURPOSE**

The City of Spokane, through the Neighborhood and Planning Services Department (hereinafter "City"), is initiating this Request for Proposals (RFP) to solicit Proposals from Consultants interested in developing a comprehensive sub-area plan and development standards for the North Bank area of the City of Spokane.

The State of Washington requires that jurisdictions planning under the Growth Management Act (GMA) prepare a comprehensive plan describing how the City will grow and develop physically, socially, economically, and environmentally over the next 20 years and how the City will pay for the capital facility expenditures required for such growth. The first Comprehensive Plan that the City planned for under the new rules of the GMA was adopted in 2001. The City's second update began in 2012, and was completed in June, 2017 Shaping Spokane Comprehensive Plan. Amendments to the updated plan, such as this sub-area plan must also meet the requirements of the GMA, both for process and substance.

A qualified Consultant will be retained to work with City staff, elected officials, stakeholders and citizens to prepare the North Bank sub-area vision and plan as a development guide and implementation strategy for the future growth of the area as well as a distinct set of recommended municipal code amendments required to implement the sub-area plan through development standards.

As the Riverfront Park renovation, Kendall Yards, and other major projects continue to draw attention to downtown Spokane, the pressure for higher intensity urban development on the North Bank– both commercial and multi-family residential— will expose the challenges, needs and opportunities that this unique part of the City faces. Several recent and proposed development projects, including the Sportsplex, the Falls towers, the Wonder Building, and the potential relocation of the Joe Albi Stadium to the North Bank as a 5,000 seat facility highlight the area's potential as a major growth center for the City.

The varied challenges that this area faces are typical of an older commercial district undergoing transition and at the same time are unique given the area's relationship to the Spokane River, visual prominence from downtown Spokane, geologic and topographical conditions and potential for legacy environmental concerns. From a policy and regulatory perspective, the area is impacted by numerous different and partially overlapping boundaries such as the Downtown Business Improvement District, the current Downtown Plan, existing Neighborhood Council boundaries, the West Quadrant Tax Increment Finance District, the Kendall Yards PUD Master Plan, the 1982 North Riverbank Design Plan and its overlay district, and the Shoreline jurisdictional boundary, all of which make identifying a coherent overarching development plan difficult. The City's zoning map includes an overlay for the North bank, which includes special standards for building orientation, massing, and height regulations. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

Prior to the adoption of the current Downtown Plan, Fast Forward Spokane in 2008, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum (a public entertainment venue that predated the modern Spokane Arena); all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code.

# B





# INFORMAL REQUEST FOR PROPOSALS

Many of the visions in the North Riverbank Plan are echoed in the original 1999 Downtown Plan, the City's Comphrehensive Plan, and the 2008 update to the Downtown Plan—particularly regarding discussion of streetscapes, public open space, pedestrian/bike connections, development opportunities, parking, and district identity. The new sub-area plan and development standards will continue to explore these essential components to the North Bank, identify barriers and opportunities in fully realizing new and re-development potential, review multimodal connections to support that development, and enhance physical connectivity to the Downtown.

#### SCOPE OF SERVICES

#### Overview:

The proposed North Bank sub-area plan will contain a focused and detailed statement of the community's vision for the sub-area, a preferred development scenario that represents the physical expression of that vision, together with an implementation strategy prioritizing new development standards and consisting of recommendations for land use and zoning, along with multimodal connections, open spaces, and economic development strategies. When complete, the new sub-area plan will be adopted and incorporated into the City's Comprehensive Plan and new development standards adopted, amending the Spokane Municipal Code.

The sub-area planning process should include at a minimum: a deliberative process for engaging public and private entities in the vision and plan development and implementation (consistent with RCW 36.70A et. seq.); a review of existing boundaries affecting the area and delineating an appropriate sub-area boundary; evaluation of existing North River Bank Overlay regulation and a review of friction points between the overlay, physical characteristics of North Bank topography, the Shoreline Master Program regulations, and development proposals/opportunities to inform new development standards; and identify multimodal circulation connections to support existing development, current and future growth, and enhancing connectivity to Downtown. No changes are contemplated in the City's Shoreline Master Program (SMP), shoreline designations, or the accompanying SMP regulations; therefore the future North Bank sub-area plan and development standards must be consistent with the existing SMP.

The selected consultant will develop and provide a detailed work plan to guide and manage the project, following the project goals outlined in this scope and that meets the project deadline for adoption, June 30, 2019. This work plan should be provided to the City with your proposal and include:

- 1. Evaluate current North River Bank Overlay goals, policy, land use, regulatory structure, circulation, parking, existing development, and current and potential development proposals.
- A. Evaluate identified goals and issues in the current Downtown Plan, available information for the 2019 Downtown Central planning process, and the role of the North Bank within Downtown Central planning.
- B. Review and evaluate the goals, policies, and regulations of the Spokane Shoreline Master Program (SMP) and ensure proposals for development standards that reduce barriers to new opportunities are consistent with SMP.
- Review available 2018 Downtown Parking Study findings, proposed parking projects, proposed entertainment uses, residential, office and commercial growth trends and capacity to project future North Bank sub-area parking demand and generate recommendations for multimodal connections.
- Among other public initiatives, incorporate Public Facilities District, Riverfront Park, Spokane County campus, Spokane Public Schools, Spokane Transit Authority, and City Integrated Capital Management issues, findings, and planning into sub-area plan recommendations and development standards.
- 4. Review best practices and develop recommendations of similar size cities with similar geographic and topographic conditions, view corridor protections, and development patterns.
- 5. Development of a new North Bank sub-area plan that creates a new community vision with clear goals and objectives, identifies issues and assets, opportunities and challenges, and organizes land use and zoning in a cohesive structure that protects the shoreline and historic assets and supports new growth and redevelopment. The North Bank sub-area plan will include, but is not limited to, multimodal connections, open spaces, and economic development strategies. The sub-area plan must demonstrate that influence areas and neighborhoods are considered in strategic planning.
- 6. Draft amendments to the Spokane Municipal Code that will update the North River Bank Overlay regulations, mitigate barriers to development, and implement identified community vision, goals, and objectives in # 5 of this section. Incorporate issues and findings from current and proposed new and redevelopment projects to generate appropriate development standards for the North Bank area. At a minimum, proposed development standards must address addressing height, bulk, massing, building orientation and view corridors and take into consideration shoreline master program regulations, slope and other topographic features in the North Bank sub-area. The proposed development standards will implement the community vision and successfully guide and support new growth and redevelopment. Development standards must be readily accessible and understandable to both the development community and citizens.

# B CITY OF SPOKANE



# INFORMAL REQUEST FOR PROPOSALS

7. Public participation is a key element in this proposal and throughout the sub-area planning process. Public participation should focus on a variety of stakeholders, including property and business owners, public agencies, residents, organizations, institutions, business improvement district, and the

As a part of this project, a public participation plan is required that engages and address community interests and concerns. Workshops, community meetings, interviews and design charrettes will be utilized to gain face-to-face, first-hand feedback on all elements. As developed, draft documents and supporting material will demonstrate an iterative process that is reflective, responsive, and incorporates public and agency input, recommendations, and comment. Draft materials will be available and reviewed by city staff, appropriate city commissions, citizens and interest groups, and elected officials, among others.

The City of Spokane will assist the selected consultant in the development and utilization of these public participation elements. To ensure these elements are conducted in an efficient and timely manner, the workplan and public participation plan will be reviewed with city staff and the consultant to ensure the project schedule, assignments, and accountability is optimized with milestone dates and trackable.

Various City staff, such as Planning, Developer Services, Parks, Engineering, and Historic Preservation will be engaged in the process, providing mapping, data, City standards, codes, and policy and will be included in iterative reviews of the draft sub-area plan and draft development standards documents. Plan Commission and Design Review Board will engaged in this iterative process with city staff, with the potential for one or more sessions that include the consultant through video conferencing.

The final proposed draft North Bank sub-area plan and development standards plan will be presented to the BID/Downtown Spokane Partnership, City Design Review Board, and Plan Commission and City Council for adoption; the consultants' presence at one or more of these meetings may be requested and conducted via video conferencing. The timing for this final report is determined by the approval and adoption schedule at outset of the project, and may be fine-tuned during the course of the project. The process must be designed to increase the public's knowledge of the issues that are present in the North Bank sub-area and provide a vehicle for eliciting public input for solutions to these issues. Ultimately, the goal of the project is to gain public and partner support and make it more likely that implementation of the Plan elements and development standards will occur.

- The consultant will provide a public participation plan, consistent with RCW 36.70A and SMC requirements, which includes:

  1. Education on the North Bank sub-area plan and development standards, including the identified purpose and goals of the new sub-area plan.
- 2. Stakeholder interviews, group meetings, charrettes, and interviews with key stakeholder groups.
- Online surveys and blogs including visual feedback, preferences, and development scenarios.
- Surveys to gauge the public's reaction to the process and adjust the planning process as necessary.
- 5. Methodology for adjusting the plan in accordance with feedback from public participation portion listed above.

After contract award, the consultant shall attend, at a minimum, the following meetings, one or more of which may be conducted by video conferencing:

- 1. Initial meeting with City staff to present an outline of the proposal for the sub-area planning and development standards.
- 2. Meet with city staff on a consistent basis throughout the development of the plan,
- 3. Present a maximum of two drafts of the sub-area plan and development standards to the Plan Commission and Design Review Board for review and
- 4. Preparation, with staff, of formal presentations of the final sub-area plan and development standards targeted to the BID/Downtown Spokane Partnership, the Design Review Board, the Plan Commission, and the City Council.

The consultant shall provide these deliverables for legislative approval and adoption to City at the conclusion of the project:

- 1. A new North Bank sub-area plan including vision, goals, objectives, and strategies as identified above with recommended North Bank sub-area
- boundaries delineated and applied, with recommended land use and zoning types including rationale;
  2. Proposed development standards updates amending the SMC including, but not limited to, height, bulk, massing, building orientation and view Proposed development standards updates amending the Switch making, but not miled to, resigner corridors, and refinement of floor area ratio (FAR) for the North Bank sub-area.
   Identified multimodal connections to Downtown and supporting new and redevelopment growth.
- 4. Recommendations for incentives to support desired future development.
- 5. A preliminary feasibility analysis of proposed new development regulations.
- 6. Electronic versions of all documents, including graphic elements, in both PDF and editable native format (i.e. Word, InDesign) and GIS shapefiles.

Upon selection and contracting, the Consultant will be provided with the following City documents and materials, thereby lowering the cost of the project

- 1. GIS layered maps with North Bank Overlay, shoreline designations, and various organizational boundaries affecting development, uses, and interests, land use, zoning, parking, transportation, and current & known potential development projects;
- 2. Electronic copies of relevant current and historical plans, including comprehensive plan and shoreline master program;
- 3. The Current 6-Year Capital Improvement Program .

Note: Additional project information can be found here: https://my.spokanecity.org/projects/north-bank-sub-area-plan

#### MINIMUM QUALIFICATIONS

The following are minimum qualifications that the Consultant must meet in order for their proposal submittal to be eligible for evaluation. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

The Consultant must have a minimum of 5 years of experience developing plans and development standards for urban centers and Downtowns that are comparable to Spokane in population, market and draw area, amenities, transportation infrastructure, growth trends, and other significant characteristics, with desired emphasis in planning urban centers with river frontage such as Spokane's unique river gorge and proximity to the City's incredible urban and regional asset, Riverfront Park.

The prospective Consultant shall provide at least 2 relevant examples of previous urban center and Downtown plans that are comparable to Spokane in population, market, amenities, transportation infrastructure, growth trends, and other significant characteristics for the City to review regarding previous

The Consultant, if located outside of the Spokane area, must provide a proposal for how they will attend or participate in required public engagement

# B CITY OF SPOKANE



# INFORMAL REQUEST FOR PROPOSALS

### 3. GENERAL INFORMATION

### 3.1 IRFP COORDINATOR

The IRFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this IRFP shall be with the IRFP Coordinator, as follows:

| Name           | Melissa Wittstruck                                |
|----------------|---|
| Department     | Neighborhood & Planning Services, City of Spokane |
| Phone Number   | 509-625-6087                                      |
| E-Mail Address | mwittstruck@spokanecity.org                       |

Any other communication will be considered unofficial and non-binding on the City.

### 3.2 SUBMISSION OF PROPOSALS

- A. PROPOSALS MAY BE SUBMITTED BY HAND, MAIL OR E-MAIL.
- B. If mailing or hand delivering, place one copy of the Proposal in a sealed envelope. On the front of the envelope, place the following information:

PROPOSAL TITLE

**DUE: DUE DATE** 

PROPOOSER'S NAME

C. Mail, hand-deliver or e-mail one copy of the Proposal, as follows:

City of Spokane

Attn. Melissa Wittstruck

Neighborhood & Planning Services, City of Spokane

509-625-6087

mwittstruck@spokanecity.org

# 3.3 ACCEPTANCE PERIOD

Proposals shall remain in effect for a minimum of thirty (30) days from the due date for receipt of Proposals for acceptance by the City.

# ${\cal B}$ CITY OF SPOKANE



# INFORMAL REQUEST FOR PROPOSALS

### 3.4 RESPONSIVENESS

Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

### 3.5 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFP, conduct of a presentation, or any other activities related to responding to this IRFP.

### 3.6 EVALUATION PROCEDURE

Responsive Proposals will be evaluated based on the requirements stated in this solicitation. The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose Proposal best meets the requirements of this IRFP. The City, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The IRFP Coordinator may contact the Proposer for clarification of any portion of the Proposer's Proposal.

### 3.7 ACCEPTANCE / REJECTION OF PROPOSALS

Contract award, if made, will be to the Proposer submitting the most favorable Proposal. The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract from this IRFP.

### 4. PROPOSAL CONTENTS

### 4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper. Include the Letter of Submittal, Technical and Management Proposal, Cost Proposal and other information as requested in this solicitation.

### CITY OF SPOKANE



# INFORMAL REQUEST FOR PROPOSALS

### 4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. The Letter of Submittal should include the following information about the Consultant.

- 1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 2. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.).
- 3. Acknowledgement that the Consultant will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

### 4.3 TECHNICAL AND MANAGEMENT PROPOSAL

The Proposal shall contain a comprehensive description of services including the following elements:

- 1. PROJECT APPROACH / METHODOLOGY Include a complete description of the Consultant's proposed approach and methodology for the project.
- 2. WORK PLAN Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project. Convey sufficient detail to show the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

### 3. PROJECT MANAGEMENT

- PROJECT TEAM STRUCTURE / INTERNAL CONTROLS Provide a description of the proposed project team structure. Include who within the firm will have prime responsibility and final authority for the work.
- STAFF QUALIFICATIONS / EXPERIENCE Identify staff who will be assigned to the potential contract, indicating their responsibilities and qualifications, and include the amount of time each will be assigned to the project. The Consultant shall commit that staff identified in its Proposal will actually perform the assigned work.
- 4. EXPERIENCE OF THE CONSULTANT Indicate the experience the Consultant has in the area of the proposed contract work.

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## CITY OF SPOKANE



# INFORMAL REQUEST FOR PROPOSALS

5. REFERENCES - List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant shall grant permission to the City to contact the references. Do not include current City staff as references. The City may evaluate references at the City's discretion.

### 4.4 COST PROPOSAL.

The fee shall include all costs required to perform the services necessary to accomplish the objectives of the contract. Identify all costs including expenses to be charged for performing the services. List staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

### 4.5 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been made. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the IRFP Coordinator.

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# CITY OF SPOKANE



# INFORMAL REQUEST FOR PROPOSALS

### 4.6 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or pay for by the City is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

### 5. CONTRACT TERMS

### 5.1 CITY OF SPOKANE BUSINESS REGISTRATION.

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

### 5.2 ANTI-KICKBACK.

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

### 5.3 NONDISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.







# INFORMAL REQUEST FOR PROPOSALS

### 5.4 INSURANCE COVERAGE

During the term of the contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### Exhibit C

# City of Spokane North Bank Subarea Plan

### Negotiated Scope of Services 11-20-2018

### WORK PLAN

# Task 1. Project Management

# 1.1 Biweekly Project Check-ins

CAI's Project Manager will schedule and complete biweekly check-in phone calls with the client's project manager. Calls are intended to address immediate issues in coordinating current tasks. Additional, informal check-ins are welcome and may be scheduled on an ad hoc basis.

## 1.2 Monthly Invoicing and Progress Reports

CAI will prepare and provide progress reports to accompany monthly invoices, to track progress against the contract scope of work, as well as ongoing tasks and immediate next steps.

# 1.3 Project Web Site

CAI will collaborate with City staff to design and provide materials for a project web site, hosted by the City. The site will be used to post interim work products, promote project related events, and solicit feedback throughout the project.

Meetings: Bi-weekly project check-ins

Deliverables: Monthly invoices and progress reports; web site materials (D1)

Schedule: December 2018 - June 2019

# Task 2. Discovery and Vision Survey

# 2.1 Review Background Documents

CAI and MAKERS will coordinate with City staff to review background documents for context for the North Bank Subarea Plan.

# 2.2 Develop Templates

CAI will develop a style guide and report template to ensure consistent branding of work products for the North Bank Subarea Plan. Drafts will be provided for discussion at the project kickoff meeting (M1 – Task

2.3A) and CAI will revise the draft in accordance with feedback received at the kickoff.

### 2.3 Orientation Visit

CAI and MAKERS will travel to Spokane for an intensive orientation. This visit will introduce the consultant and client teams, orient the consultant team to the North Bank Subarea and relevant challenges and opportunities, and establish key priorities for planning and design. Subtasks include:

## 2.3.A Kickoff Meeting (M1)

CAI and MAKERS will meet with the client for a kickoff meeting. The agenda items for the kickoff will include a review the project scope and schedule; roles for the consultant team and the client; project outcomes; draft templates to establish a project brand; topics for inclusion in the visioning survey (**D1** – Task 2.4).

### 2.3.B Site Tour

CAI and MAKERS will complete, with assistance from the client, a tour of the North Bank subarea, designed to highlight key development sites, local assets and anchors, and other place-based opportunities and challenges.

### 2.3.C Orientation Interviews

CAI and MAKERS will undertake up to four (4) in-person orientation interviews to understand the planning, design and development dynamics for the North Bank. CAI will coordinate with the client to identify and schedule interviews with the appropriate stakeholders during the orientation visit.

# 2.4 Vision Survey

CAI and MAKERS will prepare, for client distribution, a survey (**D2**) for the public and key stakeholders to provide input on a vision for the North Bank. Feedback from the survey will be used to establish and test vision concepts during the charrette in Task 4. CAI and MAKERS will collaborate with City staff to design and implement the survey.

Meetings: Orientation Visit/Kickoff (M1) Deliverables: Visioning Survey (D2)

Schedule: December 2018 - January 2019

# Task 3. Regulatory Review and Market Assessment

# 3.1 Regulatory Review

MAKERS will complete a review of regulatory frameworks and development regulations to establish an understanding of currently-permitted development patterns.

# 3.1.A Plan Integration

MAKERS will review and, in cooperation with CAI, summarize the goals and implications of applicable planning frameworks in the North Bank Subarea. The analysis will include identification of areas of overlap and conflict. The current North Bank Overlay, Downtown Plan, Downtown Parking Study, Shoreline Master Plan and Comprehensive Plan will be reviewed. Findings will be included in 3.1.D.

## 3.1.B Development Code Review

MAKERS will review the Spokane Development Code and prepare a summary of the pertinent development regulations for zoning districts that are present in and apply to the North Bank. Findings will be included in 3.1.D.

### 3.1.C Case Studies and Best Practices

MAKERS will compile up to three (3) brief case studies and develop recommendations of similar size cities with similar geographic and topographic conditions, view corridor protections, and development patterns.

# 3.1.D Regulatory Review Report

MAKERS will prepare and submit a summary of findings from the regulatory review in a brief report (**D3**), which is intended to serve as a chapter in the final North Bank Subarea Plan. Revisions to **D3** will be completed for inclusion in the final Subarea Plan.

### 3.2 Market Assessment

CAI will compile demographic, economic and real estate market data that are relevant to planning for the North Bank area and to establish primary opportunities and challenges for the subarea. CAI will leverage prior work completed by and for the City, as appropriate.

CAI will prepare and submit a summary of findings from the market assessment in a brief report (**D4**), which is intended to serve as a chapter in the final North Bank Subarea Plan. Revisions to **D4** will be completed for inclusion in the final Subarea Plan.

Meetings: CAI and MAKERS will facilitate a meeting by conference call or videoconference with City staff to review findings from Task 3 (M2) Deliverable(s): Regulatory Review Report (D3); Market Assessment Report (D4)

Schedule: January - February 2019

## Task 4. Visioning and Scenario Planning

## 4.1 Charrette Design and Planning

CAI and MAKERS will collaborate with the client in planning charrette logistics and establish a charrette schedule and invitation list for breakout sessions focused on specific stakeholder interests, multimodal connections, open spaces, influence areas and other critical topics. The charrette and other public participation events will be designed for consistency with GMA and SMC requirements.

CAI and MAKERS will prepare base maps, agendas, illustrations and other materials as necessary to successfully execute the charrette. We will review preliminary drafts with City staff. City staff will make arrangements for the use of facilities to meet charrette needs, distribute invitations and track RSVPs.

# 4.2 Charrette Execution - Visioning and Development Concepts

The charrette (M3) is a two-day intensive planning and design session that may incorporate workshop-style focus groups, internal team work sessions, client briefings, community intercept activities and community open house meetings. CAI and MAKERS will travel to Spokane to facilitate the charrette, as designed in task 4.1. The charrette will produce initial development concepts and other critical information for the creation of a preferred development scenario and action plan, with a summary of charrette findings produced and delivered as part of Task 4.4.

# 4.3 Produce Massing Model and Summary Illustrations

CAI and MAKERS will produce a 3D massing model and other illustrations, as appropriate, to depict development concepts emerging from the charrette. Illustrations will be used in 4.4 to solicit feedback on critical design features and to inform planning assumptions around housing types, business mix, public space concepts, transportation investments and other elements of the Subarea Plan.

# 4.4 Preferred Scenario Report Development

Based on feedback collected through Task 4, CAI and MAKERS will further develop the preferred development scenario for the North Bank, as outlined at the end of the charrette. CAI and MAKERS will update

models and illustrations to represent the preferred scenario. Charrette findings and feedback from other outreach activities, initial development concepts from the charrette, criteria for the development of a preferred scenario, and illustrations of the preferred scenario with development metrics will be summarized in a report (**D5**), which is intended to serve as a chapter in the final North Bank Subarea Plan.

Meetings: Charrette (M3)

Deliverables: Vision and Development Scenarios Summary Report (D5);

Schedule: February - March 2019

### Task 5. Draft and Final Subarea Plans

# 5.1 Action Plan Development

CAI and Makers will evaluate the preferred scenario against known development regulations and identified challenges to redevelopment to generate a strategic action plan (**D6**) for implementation of the vision. Elements to the action plan will include goals and objectives for implementation; amendments to the Spokane Municipal Code; development incentives, and details for management and collaboration.

# 5.2 Draft and Final Subarea Plans

The draft and final plans will bring together all elements produced in prior tasks. The final plan will be visually compelling and complete with regulatory and implementation actions required to achieve plan goals.

Meetings: Review draft action plan (M4) by conference call or videoconference Deliverables: Strategic Action Plan (D6); Draft and Final Subarea plans (D7) Schedule: March - April 2019

# **Meetings Summary**

- M1. Kick-Off Meeting
- M2. Review findings from regulatory and market review
- M3. Charette and related meetings
- M4. Review draft action plan

# Deliverables Summary

- D1. Website materials (on-going)
- D2. Visioning Survey
- D3. Regulatory Report
- D4. Market Report
- D5. Vision and Development Scenarios Summary Report
- D6. Strategic Action Plan

• D7. Draft and Final Subarea Plan Documents

### SCHEDULE AND BUDGET

CAI and MAKERS together will accomplish the above scope of work with a completion date no later than April 2019. Any schedule adjustments will be discussed jointly throughout project work with City staff and CAI.

CAI and MAKERS together will deliver the above services, as scoped, for \$75,000. The planned allocation of the total budget, by task, is presented below. CAI reserves the right to allocate budget among tasks, provided the all products are delivered within the overall budget. Any tasks that require more time or budget will be discussed with City staff as soon as those variances are identified. CAI and the City will work together to determine options for consultant efforts to adjust, if necessary.

| Task 1. Project Management:                      | \$6,000  |
|--|----------|
| Task 2. Discovery and Vision Survey:             | \$8,000  |
| Task 3. Regulatory Review and Market Assessment: | \$10,000 |
| Task 4. Visioning and Scenario Planning:         | \$31,400 |
| Task 5. Draft and Final Reports:                 | \$18,000 |

| SPOKANE Agenda Sheet      | <b>Date Rec'd</b>       | 12/3/2018      |                |
|---------------------------|-------------------------|----------------|----------------|
| 12/17/2018                |                         | Clerk's File # | OPR 2018-0798  |
|                           |                         | Renews #       |                |
| Submitting Dept           | INNOVATION & TECHNOLOGY | Cross Ref #    |                |
| <b>Contact Name/Phone</b> | MICHAEL 625-6468        | Project #      |                |
| Contact E-Mail            | MSLOON@SPOKANECITY.ORG  | Bid #          | RFP 4500-18    |
| Agenda Item Type          | Contract Item           | Requisition #  | TBD 2019 FUNDS |
| Agenda Item Name          | 5300 CERIUM SMARTNET    |                |                |

### **Agenda Wording**

Contract with Cerium Networks, Inc. for SmartNet hardware maintenance and software support for Cisco Equipment. Contract term is January 1, 2019 through December 31, 2019. Contract amount is \$215,759.07 including tax.

# **Summary (Background)**

Cerium Networks, Inc. was selected through RFP 4500-18 for Cisco SmartNet Services. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance portion needed for these critical products. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four additional one-year periods not to exceed five years.

| Fiscal Impact Grant related? NO Budget A          |  |                         |                                    | <u>ınt</u>         |
|---|--|-------------------------|------------------------------------|--------------------|
|   | Public Wor   | ks? NO                  |                                    |                    |
| Expense \$ 215,759.07 inc. tax                    |  | <b>#</b> 5300-73400-188 | 350-54804                          |                    |
| Select \$   |  |                         |                                    |                    |
| Select \$ #                                       |  |                         |                                    |                    |
| Select \$ #                                       |  |                         |                                    |                    |
| Approvals   |  | Council Notific         | cations                            |                    |
| Dept Head   | SLO  | ON, MICHAEL             | Study Session                      | Urban Dev 12/10/18 |
| <u>Division Director</u> FINCH, ERIC <u>Other</u> |  |                         |                                    |                    |
| Finance BUSTOS, KIM D                             |  | Distribution Li         | st                                 |                    |
| <u>Legal</u>                                      | ODI  | LE, MARI                | Accounting - ywang@spokanecity.org |                    |
| For the Mayor                                     | the Mayor ORMSBY, MICHAEL Contract Accounting - mdoval@spokanecity.org |                         |                                    |                    |
| Additional App                                    | rovals   |                         | Legal - modle@spc                  | kanecity.org       |
| Purchasing WAHL, CONNIE                           |  | Purchasing - cwahl      | @spokanecity.org                   |                    |
|   |  | IT - itadmin@spoka      | anecity.org                        |                    |
| Tax & Licenses William Junkermier                 |  | lliam .lunkermier       |                                    |                    |
| Cerium - wjunkermier@ceriumnetworks.com           |  |                         |                                    |                    |

# Briefing Paper Urban Development Committee

| Division & Department: Innovation and Technology Services Division   |  |  |  |
|--|--|--|--|
| Subject: SmartNet hardware maintenance and software support for Cisco  |  |  |  |
|  | Equipment with Cerium Networks, Inc.   |  |  |
| Date:  | December 17, 2018  |  |  |
| Author (email & phone):  | phone): Michael Sloon, msloon@spokanecity.org, 625-6468  |  |  |
| City Council Sponsor:  |  |  |  |
| Executive Sponsor:   | Eric Finch and Michael Sloon   |  |  |
| Committee(s) Impacted:   | Urban Development Committee  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  | ITSD – Ongoing maintenance of hardware and software support for the City's Phone and Network System. |  |  |
| Strategic Initiative:  | Sustainable Resources  |  |  |
| Deadline:  | December 31, 2018  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)  All Cisco network equipment will receive operationally required security updates, software patches, 24/7/365 vendor technical support, and break-fix replacement.  |  |  |  |
| Cerium Networks, Inc. was selected through RFP 4500-18 for Cisco SmartNet Services. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance portion needed for these critical products.  Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total not to exceed five (5) years. |  |  |  |
| Executive Summary: One-year contract for SmartNet services for Cisco network and telephone equipment effective January 1, 2019 – December 31, 2019.  • Contract amount is \$198,307.97 and tax of \$17,451 – Total \$215,759  • Utilizing budget account number: 5300-73400-18850-54804  |  |  |  |
| Budget Impact:  Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)  |  |  |  |
| Operations Impact:  Consistent with current operations/policy?  Requires change in current operations/policy?  Specify changes required:  Known challenges/barriers:   |  |  |  |



# City of Spokane

### CONTRACT

Title: CISCO SMARTNET SERVICES

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CERIUM NETWORKS**, **INC.**, whose address is 1636 West First Avenue, Spokane, Washington 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The Company shall provide **SmartNet hardware maintenance and software support for Cisco Equipment**, in accordance with City's RFP 4500-18 and Company's Response to RFP. In the event of a discrepancy between the documents this City Contract controls.
- 2. <u>CONTRACT TERM.</u> The Contract shall begin January 1, 2019 and run through December 31, 2019, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.
- 3. <u>COMPENSATION</u>. The City shall pay the Company a maximum amount not to exceed **TWO HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED FIFTY NINE AND 07/100 DOLLARS (\$215,759.07)**, including tax for everything furnished and done under this Contract.
- 4. <u>PAYMENT</u>. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
- 5. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 6. <u>ASSIGNMENTS</u>. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
- 7. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.

- 8. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
- 9. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.
- 10. <u>INSURANCE</u>. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. <u>INDEMNIFICATION</u>. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability

and agrees to defend, indemnity, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

### 12. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

- 13. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 14. <u>STANDARD OF PERFORMANCE</u>. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.
- 15. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.
- 16. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 17. <u>AUDIT / RECORDS</u>. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

| CERIUM NETWORKS, INC.                        | CITY OF SPOKANE         |
|--|-------------------------|
| By<br>Signature Date                         | By<br>Signature Date    |
| Type or Print Name                           | Type or Print Name      |
| Title  | Title                   |
| Attest:                                      | Approved as to form:    |
| City Clerk                                   | Assistant City Attorney |
| Attachments that are part of this Agreement: |                         |
| Exhibit A – Certificate Regarding Debarment  |                         |

18-225

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

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

# City of Spokane

# Cisco SmartNet Services Request for Proposal RFP # 4500-18



Submitted by Cerium Networks, Inc. 1636 W 1<sup>st</sup> Avenue Spokane, WA 99201

www.ceriumnetworks.com

# Contact:

Jeff Lynch, Account Executive (509) 536-8634



# Correspondence Purpose / Confidentiality Page

In response to: City of Spokane Cisco SmartNet Services RFP

Attn. Mr. John Walters 808 W. Spokane Falls Blvd.

Spokane, WA 99201

**Prepared by:** Jeff Lynch, Account Executive

Cerium Networks, Inc.

(509) 536-8634

ilynch@ceriumnetworks.com

Authorized by:

Roger Junkermier, President

(509) 536-8656

rjunkermier@ceriumnetworks.com

# Confidentiality:

Portions of this document contain information proprietary to Cerium Networks, and have been marked as such. Each page of this document marked with **confidential and proprietary** shall not be reproduced, transformed to other documents, disclosed to others, or used for any purpose other than which it was furnished without prior written permission of Cerium Networks.

# A. Letter of Submittal

October 29, 2018

Mr. John Walters 808 W. Spokane Falls Blvd Spokane, Washington 99201

#### **RE: Cisco SmartNet Services RFP No. 4500-18**

Dr. Mr. Walters,

Cerium Networks is pleased to provide this Letter of Submittal to the City of Spokane for Request for Proposal—Cisco SmartNet Services—RFP #4500-18. Cerium is a Cisco Gold Partner, Master Specialized in Collaboration and Security, and Advanced Specialized in Data Center and Enterprise Networks. We are confident in our ability to provide the services you requested in the RFP and will do so by a local team of technology professionals that live in the Spokane area.

The following information was requested in the RFP for the Letter of Submittal:

| Local Contractual Contact:  | Roger Junkermier, President<br>1636 West First Avenue<br>Spokane, WA 99201<br>rjunkermier@ceriumnetworks.com<br>509.536.8656   |
|---|--|
| Legal status of the Firm:   | Cerium Networks is Washington 'S' Corporation.   |
| Location of the facility from which the Firm would operate:   | Spokane, WA  |
| Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months | There are no current or former City employees employed by or on the Cerium Networks Inc. governing board as of the date of the Proposal or during the previous twelve (12) months. |
| Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City:                | Cerium Networks will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.   |

Again, we appreciate being considered by the City of Spokane and will work endlessly to earn and keep a trusted business relationship with your organization.



City of Spokane Cisco SmartNet Services RFP No. 4500-18

October 29, 2018

Best regards,

Roger Junkermier, President



DAVID A. CONDON MAYOR



CITY OF SPOKANE - PURCHASING 808 W. Spokane Falls Blvd. Spokane, Washington 99201-3316 (509) 625-6400 FAX (509) 625-6413

October 23, 2018

# ADDENDUM NO. 1

# REQUEST FOR PROPOSALS #4500-18 - CISCO SMARTNET SERVICES

This Addendum 1 to Request for Proposals #4500-18 for CISCO SMARTNET SERVICES is being issued to change the end date of the period of performance.

1. In Paragraph 1.4 "Period of Performance" in Part 1 "INTRODUCTION", the performance end date is being changed to December 31, 2019.

# Replace Paragraph 1.4 as follows:

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2019 and to end on December 31, 2019.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

Connie Wahl, C.P.M., CPPB Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Cerium Networks, Inc.

Company

Authorized Signature

# **Executive Summary**

Cerium Networks (Cerium) is pleased to respond to the City of Spokane's Request for Proposal #4500-18 for Cisco SmartNet Services. Cerium Networks SmartNet Services proposal includes a very aggressive renewal price for the City. In addition, Cerium Networks has included two-hundred (200) Cisco Learning Credits for the City to use for training engagements for City staff with Certified Cisco Learning Partners, as well as the setup, configuration and enablement of the Cisco Total Care Appliance and Portal for the City. This service will be enabled following award of the RFP. Lastly, the review of the Total Care Portal will be included in the Quarterly Business Reviews along with other mutually agreed to topics as requested.

Cerium's core business is the design, implementation and managed support of Enterprise Networking technologies including wired/wireless data networks, Data Center technologies together with storage and compute infrastructure, unified communication (UC) solutions including IP telephony, unified messaging, leading contact center services, self-service IVR, recording and quality solutions, and video colaboration solutions. Cerium's security practice includes design and implementation services for network security solutions, information security assessments and audits, and security consulting services for policies, procedures, staffing, and incident response. Cerium is a leader and has a proven track record in helping government agencies of all sizes across the Northwest modernize their infrastructure systems to improve citizen services and maximize customer experience.

Cerium is a Cisco Gold Partner, Master Specialized in Collaboration and Security, and Advanced Specialized in Data Center and Enterprise Networks. Cerium is staffed with a team of experts who provide professional engineering services for the following categories:

- Core Cisco Network
- Cisco VoIP
- Data Center

- Network Security
- Wi-Fi Networking

In the Northwest, Cerium Networks' support reputation has led to many successful long-term relationships—many for close to 18 years. We've worked with numerous state and local government organizations on hundreds of successful unified communications, data center, wired/wireless networks, and security projects. They chose to partner with Cerium because of our experience successfully delivering, deploying and supporting their mission-critical environments. Supporting our customers is what we do at Cerium every day – and we do it very well!

Cisco's local engineering support and worldwide technical support is one of the best in the industry. Their customers acknowledge that Cisco stands behind their product with a world-class customer service record. The City of Spokane leverages this relationship with Cisco today. Combining that with the unparalleled experience of Cerium Networks' local resources—that hold the highest recognized certifications in the industry such as Cisco CCIE, CCNP, CCDP, CISSP, CCVP and new SmartNet management tools like Cisco's Total Care—the City will have an award-winning team to ensure success in maximizing the value of its SmartNet investment.



Cerium is uniquely positioned for this engagement due to our ten-year relationship successfully designing and planning many components of the City's technology infrastructure. We appreciate our relationship with the City of Spokane and our commitment to the City's success is unwavering.

Best regards,

Jeff Lynch

**Account Executive** 

(509) 536-8634

jlynch@ceriumnetworks.com

Sell M. Lal



# 4.3. Technical Proposal

# A. Background

The City of Spokane requires that all covered equipment be co-terminated by the end of this contracting term.

The City of Spokane's Information Technology Services Division is responsible for daily configuration and maintenance on all network equipment however; the City often requires the technical expertise of the Cisco Reseller/TAC support for advanced technical services/support. Technical Expertise services/support provided by the Reseller on an as needed basis will be billed separately at the rates identified in the Proposer's rates listed in 4.5. Currently, the City in general purchases equipment through the designated Cisco reseller

# Cerium Network's Response:

Cerium Networks understands and complies with the above requirement.

#### **B.** General Questions

1. Do you provide 24x7 on-call support, in addition to Cisco TAC services? Describe.

Cerium's Support Center (CSC) is fully-staffed by experienced certified engineers, available 24/7/365 via phone, email, web chat, or our secure self-service web portal (Cerium 1463°). We understand the nature of your business and the design of your communication system. The City of Spokane (the City) can rely on Cerium's round-the-clock coverage to support your mission-critical operations with the resources to get you up and running quickly if the unexpected happens.

#### **CSC Services include:**

- Remote monitoring
- Remote engineering support
- On-site engineer dispatch
- Diagnostics
- Troubleshooting
- Programming assistance
- Notification and escalation
- Firmware updates
- Patch management
- Local spare parts
- Manufacturer direct tier 3 access

Cerium 1463° secure self-serve support portal provides 24/7/365 remote access for creating and modifying support tickets, as well as viewing resolved tickets and past alarms. The Cerium 1463° portal incorporates advanced Web technologies that make it easy to manage your support tickets from any location on any mobile device.



2. Do you have local technical engineers within thirty (30) minutes of the City of Spokane? What type of local support is available?

Cerium has more than a dozen certified technical engineers located in Spokane, less than 10 minutes away from delivering on-site support to City of Spokane offices. Cerium has an additional nine engineers available to support the City from remote locations.

3. Do you stock any replacement inventory? Where is the closest depot?

Cerium stocks replacement inventory for clients under contract. Should the City request local stocking through the Cerium contract in addition to the Cisco SmartNet Total Care contract, Cerium would work with the City to establish local stocking inventory at an agreed upon cost. The closest depot would be Cerium's Spokane office located at 1636 W. 1st Avenue.

#### C. Customer Service

1. Describe what types of technical support are provided by your company and the associated fees. Does it vary from time of day/level of support? Can all services and locations be detailed on one bill?

Cerium Networks provides a portfolio of technical support services ranging from simplex minor configuration modifications and Move, Add or Change (MAC) requests to complex routing, Access Control Lists (ACL's) and other intricate requests. Cerium also provides remote and on-site engineering and troubleshooting resources for issues varying from network degradation to complete network down scenarios. All services and locations can be detailed on one bill each billing cycle.

| Type of Service<br>(Normal hours are<br>7:00AM-6:00PM PST) | In Hours Request Fees (per hour; 2-hour minimum) | Outside Hours Request Fees (per hour; 2-hour minimum) |
|--|--|---|
| Simplex Request (Remote)                                   | \$160.00   | \$240.00  |
| Complex Request (Remote)                                   | \$180.00   | \$270.00  |
| Simplex Request<br>(On-Site)                               | \$180.00   | \$270.00  |
| Complex Request<br>(On-Site)                               | \$200.00   | \$300.00  |

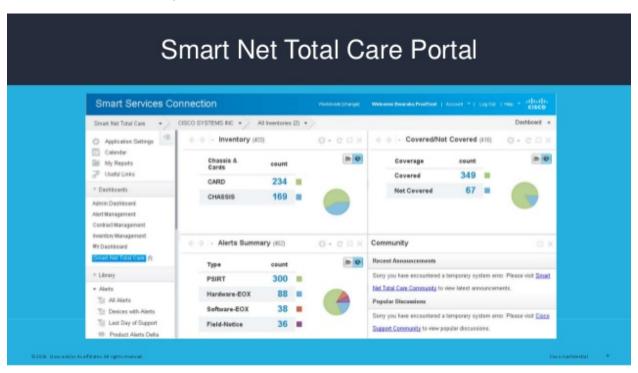
2. Do you have an online tracking system that can be managed by the City of Spokane? Does the system allow the City of Spokane to audit equipment? Does it allow for equipment to be taken out of service and credit the SmartNet terms accordingly? Does your system synchronize with Cisco's database? What are the fees associated with this service?

Yes, Cerium is providing Cisco SmartNet Total Care Service to proactively manage risks, quickly resolve problems, and operate more efficiently. Total Care will enable the City of Spokane to receive comprehensive, flexible reporting and contract consolidation, which simplifies renewals, provides up-to-date visibility into lifecycle information and quickly resolves issues with world-class foundational technical services capabilities.



Cisco SmartNet, Total Care Service, uses Cisco Smart Services capabilities to provide better visibility into the state of IT assets. Using information from a secure view of the City's Cisco products and correlating it with Cisco's intellectual capital and product expertise, SmartNet Total Care will deliver actionable intelligence, personalized information, and proactive support capabilities that will help the City make informed decisions about its Cisco products and contracts.

This service combines Cisco's industry-leading and award-winning, foundational technical services with an extra level of actionable business intelligence that is delivered to you through the smart capabilities in the Smart Net Total Care portal.



This powerful tool provides you with the ability to rapidly visualize information and make decisions about your Cisco assets in three specific ways:

#### 1) Contract Management:

The SNTC Portal aggregates and reports on all active Cisco contracts held by a Cisco customer. More specifically, the portal can identify every single device, whether it is covered under contract and when that contract expires. Reports are available within the portal to rapidly provide information regarding all devices and their status to make contract renewals much more efficient and accurate. Part of this feature requires an extension of visibility to Cerium Networks, so we may best partner with you at contract renewal time. During onboarding and set-up, this process will be transparently facilitated by Cerium Networks.



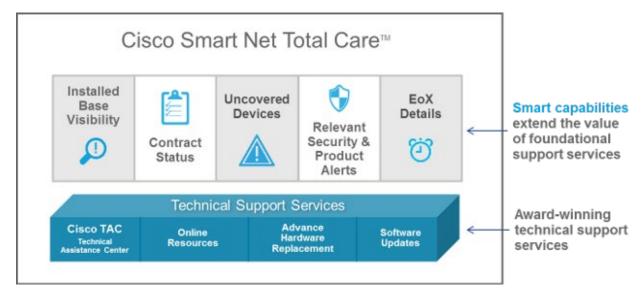
#### 2) Device Lifecycle Management:

The SNTC Portal aggregates and reports on all devices it is aware of and provides information about the End of Life, End of Support, and End of Sale status. Using simple drill-down menus, the portal can quickly navigate a large inventory of devices and identify which are nearing EoS and should be considered for replacement or upgrade. The use of this feature decreases the time spent by the City's administrator in managing the lifecycle of devices.

#### 3) Bug & Vulnerability Management:

The SNTC Portal provides rich information on each device to which it has visibility and will identify any known active software bugs, field notices, or software/hardware vulnerabilities associated with each device and code revision in the field. The Portal provides for rapid management and focused attention to the devices and software versions that are most relevant or critical.

The SNTC Portal is populated by information collected within your network. To provide for this collection of data, Cisco also provides an application called the CSPC-Collector. This virtual application resides within your network/data-center and uses SNMP, SSH, or Telnet to access and query each network device found for information that can be aggregated locally before being encrypted and sent to Cisco for inclusion within your Total Care Portal. The collector will be provisioned and programmed to periodically scan the network to gather information about the device deployment.



Cisco SmartNet, Total Care Service, delivers the following components:

# **Installed Base and Contract Management**

Validate the service levels and status of the City's Cisco products to make sure it has the proper service contracts in place. A powerful web portal would provide the City with a secure environment to access, review, modify and download reports. This information can help the City assess the risk factors around its service contracts for its Cisco products, make plans for upgrades, and help meet compliance with



regulatory policies. The reports are flexible and intuitive and provide context-sensitive help to help the City learn more about the functionality of the portal.

#### **Technical Assistance (TAC)**

Direct access 24 hours a day, 365 days a year to specialized engineers in the Cisco Technical Assistance Center (TAC).

#### **Online Technical Resources**

Extensive self-help support through Cisco's online knowledge base, communities, resources and tools.

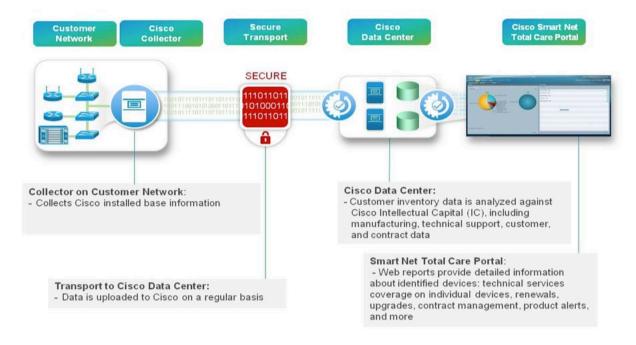
# **Advance Hardware Replacement**

Hardware replacement options, including 2-hour, 4-hour, and next-business-day (NBD) advance replacement, as well as return for repair (RFR).

# **Software Updates**

Operating system (OS) software updates, including both minor and major releases within the City's licensed feature set.

#### **Major Components of Smart Net Total Care**



A device/software can be removed from SmartNet coverage and any unused/remaining coverage will be credited and applied to the new/replacement hardware/software SmartNet coverage and co-terminated to the contract end-date. This is not an automated process and does require Partner involvement.

Cerium Networks will be implementing a Cisco SmartNet Total Care Collector and Portal for the City of Spokane at no additional cost to the City as part of this SmartNet renewal. This will include the services



to set up and provide services to review the information and tools within the Portal. Lastly, Cerium Networks will incorporate reviews of the Portal in the scheduled Quarterly Business Reviews.

#### D. Account Service

The City would like quarterly account reviews. How are account reviews provided? Identify the members of the account team that will be assigned to the City. What are your trouble reporting procedures? What are your escalation procedures? Include a list of personnel and emergency telephone numbers.

#### **Account Reviews**

Cerium Networks will schedule quarterly account reviews. These are an effective way to check in and make sure that the City of Spokane is receiving the best possible service and support. The Cerium Account team will provide an agenda before the selected date(s) that the account review is scheduled. The City would also be able to submit agenda items before the account review to have them included in the meeting agenda. Cerium has found it quite useful with their clients to have a reoccurring bi-monthly meeting to discuss current projects, upcoming projects, and any open items. The Account team will work with the City to set up the appropriate number and timings of such meetings that works for both organizations. Cerium Networks does not charge for account reviews.

As part of the Quarterly Business Review provided by Cerium Networks to the City, the following topics will be discussed as they relate to the Smart Net Total Care Portal:

- Health and status of the CSPC Collector appliance which is responsible for the collection of data
  and transmission to Cisco for inclusion in the SNTC Portal. Cerium will inspect and identify any
  issues of note around the collector appliance and then work with City resources to schedule and
  address each as identified in the QBR.
- Overview of active device and software vulnerabilities and bugs as reported by the Smart Net
  Total Care Portal. Cerium will use the report generated by the portal to bring attention to
  devices and software elements currently in operation that are noted as vulnerable due to known
  bugs, field-notices, or security vulnerabilities.
- Overview of devices either past or approaching end of life-cycle maintenance. Cerium will use
  the report generated by the portal to identify hardware or software elements which have
  transitioned out of the general use period and into the End of Sale, End of Life, and End of
  Support periods.
- Asset inventory delta overview. Cerium will use the delta-report available within the portal to
  provide to the City an asset delta identifying high-level details on hardware elements added and
  removed since the last QBR.

#### **Cerium Account Team**

The following account team members would directly support the City of Spokane and be present for all account review meetings. Additional Cerium team members will attend based upon each meeting's specific agenda items.



# Jeff Lynch, Account Executive

- 20+ Years' Industry Experience
- Manages some of Cerium's largest accounts
- Unique and considerable experience in both data networking and Unified Communications
- Location: Spokane, WA

# Don Walde, Vice President of Sales

• Location: Spokane, WA

# Kevin Mayo, Director of Cybersecurity - Enterprise Solutions Architect

Location: Spokane, WA

# Ryan Clabaugh, Director of Cisco Engineering

Location: Spokane, WA

# **Troubleshooting Procedures**

#### 1. Case ID Created

- During normal business hours, the customer notifies the Cerium Support Center of its service request by telephone at 800.217.0933 or 509.536.8610; by email at csc@ceriumnetworks.com; or by web at www.ceriumnetworks.com
- Support staff opens Case ID for the issue to be resolved or supported
  - o Information required for opening a ticket:
    - Type of Request
      - MAC
      - Product Warranty
      - Post-Warranty
      - Service Call
      - Maintenance
      - Post-Install
  - Priority Level
    - Is the issue affecting service or can it be scheduled?
    - Does the customer have a manufacturer or Cerium post-warranty agreement and is this issue covered by the agreement?

# 2. Case ID Assignment

- To be assigned based upon:
  - Product engineering expertise
    - o Help Desk Engineer on call
    - Last technical contact with the customer—if a project is in post-installation phase (i.e., recent installation, open punch list), then opened with installing engineer.



Availability

#### 3. Time to Complete

- An estimate is to be provided by the Engineer when the issue will be completed. Estimate is based on the technical issue, schedule and customer requirements.
- Case ID is to be monitored based upon this estimate.
- If Case ID is unresolved within the estimated time, new estimate established or case determined to be irresolvable by Engineer and escalated to next level of support.

#### 4. Time Guidelines for Escalations

- Engineer on-site
  - o Escalate within 1 hour
- Out of Service Priority 1
  - Escalate within 15 minutes
- 25% Failure or Major Alarm—Priority 2
  - o Escalate within 30 minutes
- Less than 25% Failure or Minor Alarm—Priority 3
  - o Escalate within 24 hours
- Post-Cut Punch list issues— Priority 4
  - o Escalate if unable to resolve within the scheduled time

# **Escalation Procedures**

# **Case Escalations**

- 1. Engineer initially assigned to Case ID is responsible for assuring the case is properly completed. Only in instances where a Case ID has been assigned incorrectly may a case be transferred to another engineer.
- 2. Assignments of Case IDs are based upon:
  - Relevant product expertise and certification
  - Availability/schedule of the engineer
  - Experience/familiarity with the customer and configuration
- 3. If the engineer handling a case is unable to resolve the issue, either by estimated time or because, in engineer's judgment, the scope of the request is beyond their expertise, an assessment will be made on the need to involve additional resources.
- 4. If within scope and engineer is unable to resolve, then escalation timelines take precedence.
- 5. Escalation will be made to next higher resource level in the appropriate product or technical area.



- 6. Current Case ID engineer contacts a Cerium Support Center Lead Engineer (CSC Lead Engineer) in coordination with Support Center Management. The technical issue and previous steps taken to provide a solution are reviewed.
- 7. The CSC Lead Engineer acts in a consultative role initially. Customer involvement in discussion is based on engineer assessment.
- 8. Once escalated, a new estimated completion date is provided with customer input.
- 9. The escalation process will continue until the issue is resolved or issue is determined not to be technically feasible. A case is not closed unless customer concurrence is obtained.
- 10. Issues may have results which require the customer to obtain additional equipment or software. These cases may be closed once a configuration is provided to the Sales Account Executive for pricing/purchase discussions.

Escalation to the manufacturer can occur at any point in the process as part of troubleshooting or fact-finding. Pursuing resolution with the manufacturer requires an assessment by the Cerium director of technology or the director of the Cerium Support Center. Once an issue has been escalated through all levels of support at Cerium without successful resolution, a trouble ticket is opened, and the issue is escalated to the manufacturer.

# **Cerium Account Management Escalation Procedures**

The primary point of contact within Cerium Networks is the City's assigned Account Manager. In the unlikely event, the City is not achieving expected results with the Account Manager, then contact with Sales Vice President is appropriate.

#### **Cerium Account Management Escalation Contacts**

#### Account Manager— Jeff Lynch

Phone: 509.536.8634

ilynch@ceriumnetworks.com

#### V.P. of Sales—Don Walde

509.536.8647

dwalde@ceriumnetworks.com

#### President—Roger Junkermier

509.536.8656

rjunkermier@ceriumnetworks.com

# **Cerium Technical Escalation Procedures**

The Cerium Support Center coordinator will provide the City with a mechanism to formally escalate a case to the appropriate resources within the Cerium team. This escalation process will increase the visibility and awareness of the service outage, and focus on it within the Cerium management team.



#### Process flow:

- An escalation request will be initiated in reference to a specific Case ID.
- The City would place a telephone call to the Support Center number, 800.217.0933, and make the escalation request with the CSC coordinator. (Clearly state that you are requesting to speak with the Technical Escalation contact for the Case ID.)
- The coordinator receives the City's request to escalate the case.

If the Coordinator is not available at the time, the City would place a separate telephone call to the Director of Operations.

- The severity of the case will be mutually agreed upon between the City and the Cerium escalation point engaged in the process.
- A formal action plan, including ownership for each action item, will be agreed upon between the City and the Cerium escalation point.
- Timelines and communication updates will be agreed upon.
- Escalation will be documented in the Cerium CRM Account History.

If for any reason the City does not feel it is achieving the desired results, an escalation call to the President is appropriate.

# **Cerium Support Center (CSC) Technical Escalation Contacts:**

#### Technical Tier C—Cerium Support Center—Support Desk Engineers

Toll Free: 800.217.0933 (24X7) OR Local: 509.536.8610

csc@ceriumnetworks.com (Business Hours)

#### **CSC Manager—Scott Barrick**

Office Phone: 509.343.4924 sbarrick@ceriumnetworks.com

# Technical Tier A— Director of Cisco Engineering Services, Ryan Clabaugh

Office Phone: 509.536.8632 rclabaugh@ceriumnetworks.com

# **Cerium Management Escalation Contacts**

# **Director of Operations—Scott Daniels**

Office Phone: 971.404.2709, Cell Phone: 775.762.0851

sdaniels@ceriumnetworks.com

#### **VP of Finance & Operations—William Junkermier**

Office Phone: 509.536.8650

wjunkermier@ceriumnetworks.com



# President—Roger Junkermier

Office Phone: 509.536.8656

rjunkermier@ceriumnetworks.com

# E. Configuration

# 1. Current Equipment List

Please see Attachment 1 for a list of the City of Spokane's current voice and networking equipment now under SmartNet coverage. Some may provide services beyond December 31, 2014. Pricing Proposal information shall be provided in Section 4.5.

#### **Cerium Networks Response:**

Cerium Networks understands and complies with this requirement.

#### 2. SmartNet

Quote the equipment with same "contract type" as specified in the Attachments, i.e. SNT for 8x5xNBD coverage and SNTP for 24x7x4 coverage, etc.

# **Cerium Networks Response:**

Cerium Networks understands and complies with this requirement.

# 3. Services Billing Rate

The City anticipates occasional need during the contract term to enlist the technical assistance of the Contractor for various design, modifications, and troubleshooting. List the available staff and the costs for the City to use such resources, including any travel costs or minimum time commitments. Pricing Proposal information shall be provided in Section 4.5. B.

#### **Cerium Networks Response:**

Cerium Networks rates vary based on the type of technical assistance or troubleshooting that is required. Cerium Networks will consult with the City of Spokane on any current or future engagements on a project-by-project basis. Many of Cerium Networks' fees are included in the various design and modifications associated with doing business with Cerium Networks.



# 4.4 Management Proposal

# A. Project Management

# 1. Project Team Structure/Internal Controls

Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.

At Cerium, we are constantly striving to improve our Program Management Organization. Accordingly, we are pleased to announce that Mike Portera has joined Cerium as our new PMO Director. Mike will lead the project team delivering SmartNet to the City of Spokane. While new to his role as Cerium's PMO Director, Mike has a proven track record of successful engagements delivering a wide range of technologies cross-industry. He leverages established methodologies and technologies and applies the lessons he's learned through his 25 years of experience managing projects to the direction of the project management team and the delivery of successful projects.



# Mike Portera, MPM, PMP, PMO Director

- Accomplished Project, Program, & Portfolio Professional, Skilled Business Professional,
   Consultant, Adult-Learning Instructor; Resourceful & intensely driven.
- Dynamic Business Leader successful at leading a diverse global virtual workforce in simultaneous multi-million-dollar Program/Project initiatives.
- Program Manager responsible for defining schedule, scope, budget, & synergies identification.
- Consult & support program strategic alignment to Executive-level sponsors.
- Extremely skilled project & program practitioner capable of leading the entire project & client relationship.
- Managed & led all project aspects from concept through closure. Provide consultation leadership to business case development. Manage project risks, change management, stakeholder expectations, scope, schedule, & costs.

# **Confidential & Proprietary Information**



#### **Certifications & Training:**

- Western Carolina University-- Master of Project Management (MPM)
- Illinois State University-- Bachelor of Science, Finance (B.S.)
- Project Management Professional Certification (PMP)

# **Specific Skills:**

- Planning & Execution of I.T. Cloud, Appl. Server, Web Server, Data Center, Enterprise, Unified Comm., Voice, and Data Migration Network Projects, Content Delivery, & VM initiatives
- Managed Software design, development of new product & service initiatives (Waterfall & Hybrid)
- Project Governance Consultation to C-Suite
- Develop Portfolio Mgmt. Strategy & dashboard reports to Exec. Leadership
- Define strategic objectives w/ Exec. Leadership
- Led cross-functional coordination of resources across geographically dispersed business units
- Develop SharePoint tools for wiki pages, reports, comm., milestone tracking, & artifacts mgmt.
- Develop Project Management plan templates, documents, process flows, & processes
- Manage & Lead all project phases & life cycles
- Manage & control project costs & quality issues
- Manage, track, & coordinate change, issue, & risk management activities

#### Tenure:

Mike has worked across a multitude of industries deliveries projects and programs from I.T., Telecommunication, Financial Services, Federal Gov't., Food Services, & Direct Consulting Experience for a total of over 25 years.

# **Adult Learning Instructor Experience:**

Fortune 500, Community Colleges, Federal (DHHS, DHS, DOT), State, & City agencies.

Course instruction: PMP Exam Prep., Risk Management, MS-Project, Program & Project Management Essentials, Project Leadership, Scope, Schedule, & Earned Value Analysis.

Authored Webinar Topics: Scope, Requirements, Risks, Quality, & MS One-Note.

# **Confidential & Proprietary Information**



# **Project Management Overview**

Cerium understands the importance the City holds for the project management role for this

engagement. Maximizing the technology investment is a key initiative of all organizations. The ability to leverage the investment is greatly influenced by the project methodologies utilized during deployment. Cerium has a proven process for delivering superior project results. Our project methodologies are customer focused, and based and benchmarked on the hundreds of successful projects delivered over the past 18 years. Our project deployment plan encompasses all facets of customer and company interactions necessary to ensure project success and effective, and on-going support.

Cerium's project management methodology follows a series of process steps to successfully plan, execute, monitor/control, and manage a well-run project closely aligned with the Project Management Institute's (PMI®) Project Management Body of Knowledge 6<sup>th</sup> Edition (aka PMBOK® guide). The process steps outlined below allow us to remain flexible and engage in varied and complex engagements with a tested and proven process to produce consistently superior results. Cerium has proven experience deploying complex solutions to geographically dispersed locations.

# Key Points:

At Cerium, we believe that successful project implementation hinges upon the following:

- Strictly limiting project risk and downtime
- Optimizing resources
- A seamless transition to the new systems with minimal interference to end users
- Maintain a consistent momentum for the roll out of new services to the end user
- Staying on time and on budget

We understand the criticality of managing a phased implementation and utilize project management tools & methodologies to ensure each phase has the appropriate planning and resources to ensure a successful implementation.

# Methodology

Our proven methodology includes the following process steps we'll follow to ensure a successful deployment.

#### Initiate

- Establish project goals and objectives
- Establishment alignment of Statement of Work to client's needs
- Identify Stakeholders; project manager, client sponsor, and core project team members
- Develop the Communication Plan
- Define the Risk Management Plan
- Identify initial project risks, assumptions, and constraints
- Define the initial project scope and objectives

#### **Confidential & Proprietary Information**



#### Plan

- Define project requirements; aligned with SOW
- Manage the information data flow process between Cerium and the City
- Develop and update WBS (work breakdown structure)
- Create an initial project schedule
- Define Project budget; aligned with SOW and Purchase Agreement(s).
- Identify and secure resources aligning deliverables and schedule
- Develop and baseline full project schedule and scope
- Lead the project kick-off meeting
- Validate, track, and manage equipment order and delivery
- Conduct site surveys as needed
- Establish test, training, and knowledge transfer plans, as applicable

# **Execute/Control**

- Manage project execution, track actuals vs. plan for scope, schedule, and budget; identify and resolve variances
- Manage project communications, stakeholder engagement, and project/product quality
- Perform project control activities
- Manage the installation and configuration of the solution
- Manage project change requests, where applicable
- Perform cutover preparation activities
- Develop escalation plan
- Manage cutover and post cutover events

#### Close

- Project closure meeting with the client
- Hand-off to Cerium Support Center
- Perform project closure activities
- Obtain formal customer acceptance
- Document lessons learned
- Archive records

#### **Initiation Phase**

#### Stakeholder

Stakeholder identification is an early stage process whereby the Project Manager ('PM') identifies the key stakeholders, their roles & responsibilities, and obtains contact information from the people who are critical to achieving the project's objectives.

#### **Confidential & Proprietary Information**



#### Communication

The communication management process outlines the way information will be collected, stored, and distributed throughout the project lifecycle. Cerium's client-facing Microsoft Dynamics<sup>®</sup> CRM portal (herein referred to as Cerium 1463) provides the client with a web-based tool that provides easy access to the critical components of the project lifecycle:

| Cerium's 1463 CRM Portal |                   |  |
|--------------------------|-------------------|--|
| Process                  | Deliverable       | Components   |
| Project                  | Dashboard         | Summary, Progress, Status, Forecast, Milestones,         |
| Summary                  |                   | Equipment tracking                                       |
| Stakeholder              | Register          | Name, contact information, and project role              |
| Risk                     | Risk Register     | Identification, scoring, tracking, analysis, and         |
| Management               |                   | response strategies                                      |
| Action / Issue           | Log files         | Identification, notification, tracking, ownership,       |
| Management               |                   | updates, and archive                                     |
| Milestones               | List              | Project phase identification, reporting, progress        |
|                          |                   | management   |
| Meeting                  | Agenda/Minutes    | Storage and retrieval of all PM led meetings that can    |
|                          |                   | include (status, pre-cut, post-cut, escalation, closing) |
| File Sharing             | Project artifacts | Shared document repository for all project               |
|                          |                   | documents, contracts, drawings, PO's, and working        |
|                          |                   | files.   |

# **Risk Assessment and Management**

During project initiation and continued throughout the lifecycle of the project, Cerium and the City along with the project teams will identify, record and document any potential risks for the project. Together the team will categorize the risks by potential business impact and probability of occurrence. From those two measures, the overall exposure for each identified risk may be calculated. Once risks are identified and categorized by exposure, the teams will together determine the preferred risk response strategy always maintaining the view of alignment with project goals and objectives. As needed, contingency plans may also be developed for identified risks.

#### **Meeting Management**

A regularly scheduled meeting cadence between Cerium and the City will be discussed and agreed upon early in the project lifecycle. The Cerium project manager will utilize industry standard meeting templates that may include: attendee tracking, agenda items, action items, issue tracking, new business, schedule review, risk analysis, and assumptions analysis, as needed based on the needs of the project.

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#### **Planning Phase**

#### **Scope Management**

The Statement of Work (SOW) will be the defining document regarding the scope of the engagement between Cerium Networks and the City. A Work Breakdown Structure, will be developed based on the deliverables listed in the SOW. Cerium will work in concert with the City to fully define the project requirements and specifications related to the solution being delivered, as outlined in the SOW and purchase agreement.

#### **Schedule Assessment and Management**

Schedule assessment and management is key to maintaining the timely delivery of the proposed solution. A detailed project schedule will be built upon the deliverables defined from the SOW and WBS.

Once developed, Cerium and the City will agree to the schedule in writing and "baseline" the schedule. This schedule will then be utilized throughout the remainder of the project engagement unless a change to the schedule is warranted (see Change Management below).

#### **Budget (Finance) Management**

The purchase agreement between Cerium Networks and the City will be the governing document for the project budget. The project manager will actively manage the Finances of the project by working in close coordination with the City during all phases of the procurement process--- that include all material, equipment, applications, and licenses required to support project objectives. Additionally, the SOW will define the labor required from Cerium and other stakeholders to achieve the objectives of the project. The PM will collaborate with the City to define how to best accomplish the most efficient use of labor for the design, test, implementation, cutover, and training of the resources required to achieve project objectives. The PM will always be mindful of identified project risks, constraints, issues, changes, and assumptions.

# **Execution/Control Phase**

#### **Monitoring and Controlling Activities**

Throughout the project lifecycle, the Cerium project manager will be monitoring the status of the project and using project management methodologies to control the scope, schedule, and budget of the project. These tools include: variance analysis of completed work against the plan (Earned Value), quality reviews of work deliverables against WBS and SOW project documents, and quality audits utilizing Cerium's array of checklists, as needed.

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#### **Change Management**

Managing changes to the scope, schedule, or budget will be accomplished through the Change Order process, outlined and agreed upon by Cerium and the City. Cerium recognizes that change orders may be a part of the project lifecycle and ultimately have an impact on the project budget. Cerium will take careful consideration to ensure any changes required from the original plan are performed while being ever-mindful of the impact to the project schedule and budget. While managing project change, the Project Manager always maintains a vision the impact this change may have on project objectives, risks, issues, constraints, and assumptions.

# **Cerium Technical Review and Testing Strategy**

Cerium will provide a multi-gated approach to technical review and testing. The technical delivery process includes:

- Order validation
- On-site environmental and infrastructure review, prior to solutions implementation
- System Feature and Functionality testing by Cerium engineers
- Onsite first day of business support
- User acceptance test, conducted on the first day of business
- Post-cutover support

# **Cerium System Feature and Functionality Test**

Once the solution is configured and implemented, in accordance with the documented design and specifications, Cerium engineers will conduct a system feature and functionality test based on the requirements collected and documented in the Statement of Work.

#### **Cerium and the City of Spokane User Acceptance Test**

As part of the documented activities to bring the proposed solution into production, Cerium will provide the City with a set of user acceptance test steps. Cerium and the City will jointly conduct the user acceptance testing. The purpose of this collaborative approach is to validate the operation of the solution in the client's production environment.

On the first day of business, a Cerium technical representative will be onsite to provide support, where applicable. During this first day of business, the "acceptance testers" will, with the support and assistance of the Cerium technical representative, complete a pre-defined User Acceptance Test Plan. The User Acceptance Test must be completed on the first day of business.

The results of the Acceptance Test Plan will be delivered to the Cerium project manager and reviewed during the post-cutover meeting. Any issues identified during the User Acceptance Test will be documented, and a resolution plan will be developed.

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Upon successful completion of the User Acceptance Test, the Cerium project manager will obtain concurrence from the client documenting the successful implementation of the proposed solution.

#### **Closing Phase**

#### **Cerium and the City of Spokane Closure Review**

As part of the project closure phase, Cerium will conduct a project closure meeting, during which project scope, deliverables, and objectives will be verified as fully delivered and completed. Cerium will provide a Project Closure Form to the City team and will seek the acceptance of the installed solutions upon completion of the implementation.

Where applicable, as-built drawings, technical documents, warranty information, and other pertinent project artifacts will be distributed to the client via the 1463 portal for archive and retrieval.

#### **Team Structure**

Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.

With the varied manufacturers that Cerium Networks represents, specialized resources are evaluated, selected and utilized on an individual project basis. We have provided an organization chart at the end of our response that provides an overview of Cerium's organization with lines of authority for the personnel involved in the performance of this potential contract (highlighted in blue) and the relationships of this staff to other programs or functions.

#### 2. Staff Qualifications/Experience

Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.

Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

Cerium has a staff of 22 sales associates, 87 engineer resources (project and post-sales support), 11 certified project management resources, as well as support staff that have expertise in training and learning, contact center consulting, web design, wireless, security, and many other disciplines. Cerium is known in the industry for obtaining and holding the highest certifications on all products that we sell and support.

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#### **Team Resumes**

Cerium Networks has provided resumes of staff members that would be responsible for performing services for the City. The individuals will vary based on the type of professional services engagement. Below are resumes of some of the various team members that have performed services for the City of Spokane in previous years. Cerium Networks is continually adding highly skilled and talented resources to its teams. Additional resumes are available to the City upon request.

# Anthony Wurtele, Sr. Network Engineer

Anthony brings over 13 years of IT experience specializing in customer service, network engineering/administration, and Cisco voice technologies. As a network engineer, Anthony is responsible for implementing, maintaining, supporting, developing and, in some cases, designing communication networks within an organization or between organizations. Anthony ensures the integrity of high availability network infrastructure to provide maximum performance for their users.

#### Significant Accomplishments:

Anthony is a CCIE Collaboration, which is an Expert-level certification that ensures he has knowledge and experience of collaboration solutions integration and interoperation, configuration, and troubleshooting in complex networks and the challenges of video, mobility, and presence as the foundation for workplace collaboration solutions.

| Tenure:    | 14 years of industry experience and joined Cerium in 2015.   |
|------------|--|
| Education: | <ul> <li>Bachelors of Science, Information Systems Security at Westwood College</li> <li>Associate of Applied Science, Computer Network Engineering at Westwood College</li> <li>Cisco Network Academy Graduate</li> </ul> |

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# Certifications & Training:

- Cisco Certified Internetwork Expert (CCIE) Collaboration
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP) Collaboration
- Cisco Certified Network Professional (CCNP) R/S
- Cisco Certified Design Associate (CCDA)
- Cisco Certified Network Associate (CCNA) R/S
- Cisco Certified Network Associate (CCNA) Security
- Cisco IP Contact Center Express Representative
- Cisco Unified Communications on Unified Computing Systems Representative
- Cisco Express Collaboration Systems Engineer Representative
- Cisco Advanced Video System Engineer Representative
- CompTIA Security+ce
- CompTIA CASPce

# Ben Shuman, CSC Support Engineer

Ben Shuman works in Cerium's Support Center (CSC) as a Support and Network Operations Engineer. In these roles, he is responsible for engaging customers for their device support needs. Addressing their questions and concerns, regarding their products and services, as well as troubleshooting any technical problems they may have. He also performs maintenance, configurations, and designs of the systems Cerium uses to monitor and support thousands of software and hardware solutions.

# Primary Technologies Supported:

Ben Shuman supports a wide range of customers, with a focus on security. He supports the full spectrum of firewall, router, and switch technologies. Specializing in VPN solutions using the latest industry best practices to secure and maintain the customer's systems and environments.

Tenure: Ben joined Cerium in 2011

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#### **Current Certifications:**

- Cisco CCNA Routing and Switching
- Cisco CCNA Security
- Cisco Express Collaboration Systems Engineer
- WatchGuard Fireware Essentials
- WatchGuard Polices, and Traffic Management

# **Brett Larkins, Sr. Network Engineer**

As a Senior Network Engineer, Brett is responsible for maintaining the design and integrity of our client's internal networks, including customer-facing hosted and cloud environments. Brett provides expert technical assistance to team members with high-level system and networking requests. In this role, Brett is also responsible for designing, implementing and testing complex infrastructures in support of our customer needs. Brett also provides onsite and remote support to clients who have critical response time requirements for their business technology systems and is responsible for securing and managing network infrastructures to protect productivity, mitigate threats, and reduce costs.

Brett brings over 15 years working in both wired and wireless networking technologies and has an in-depth understanding and experience working with municipal and government entities. His numerous certifications and specific technology educational accomplishments are detailed below.

Notably, Brett is a Certified Cisco Internetwork Expert (CCIE) - Routing and Switching, which certifies he has the skills required of expert-level network engineers to plan, operate and troubleshoot complex, converged network infrastructure.

| Tenure:    | Over 15 years of industry experience and joined Cerium in 2014.   |
|------------|---|
| Education: | <ul> <li>Cisco DCUFI - Data Center Unified Fabric Implementation, September 2011</li> <li>Nortel ERS 8600 Advanced Configuration &amp; Maintenance, March 2010</li> <li>Cisco Wireless Lifecycle Services Training, March 2007</li> <li>IDNX / Promina platform configuration &amp; troubleshooting, Jan – February 2004</li> </ul> |
|            | Axxcelera Wireless Broadband Premier Partner Training, July 2004  |
|            | Proxim Partner Wireless WAN / LAN Certification Training, October 2003  |

#### **Confidential & Proprietary Information**



# Certifications & Training:

- Cisco Certified Internetwork Expert-Routing & Switching (CCIE-R/S) (#51068)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Associate—Wireless (CCNA-W)
- Cisco Certified Network Associate

  Voice (CCNA-V)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Design Associate (CCDA)
- Certified Wireless Network Administrator (CWNA)
- Cisco Advanced Wireless LAN Field Specialist (AWLANFE)
- Cisco Wireless LAN Support Specialist (WLANFE)
- Certified Meraki Networking Associate (CMNA)
- Nortel Certified Design Specialist (NCDS)
- Nortel Certified Technical Specialist (NCTS)
- Microsoft Certified Systems Administrator (MCSA)
- Microsoft Certified Professional in Windows XP (MCP)
- CompTIA Security+ (computer & network security)
- CompTIA A+ (computer technician)
- Axxcelera Broadband Wireless Certification
- Proxim / Orinoco Wireless WAN / WLAN Silver & Gold Certifications

# Brian Kramer, Sr. Systems Engineer

As a Sr. Systems Engineer, Brian ensures seamless customer deployments and serves as the technical, go-to resource for the Cerium Networks Engineering team. He is a network expert with the ability to communicate complex technical concepts and implementation best practices to non-technical audiences. Brian is a Certified Cisco Internetwork Expert (CCIE) - Routing and Switching, which certifies he has the skills required of expert-level network engineers to plan, operate and troubleshoot complex, converged network infrastructure.

| Tenure:    | Ten years of industry experience, and joined Cerium in 2014. |
|------------|--|
| Education: | Bachelor of Science Gonzaga University, Spokane, WA          |

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# Certifications & Training:

- Cisco Certified Internetwork Expert—Routing & Switching (CCIE-V) (#51305)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Network Associate Voice (CCNA-V)
- Cisco Certified Network Associate (CCNA)
- VMware Certified Associate Data Center Virtualization (VCA-DCV)

# Daniel Haun, Sr. CSC Support Engineer

Daniel is an accomplished support engineer with over 17 years of industry experience. In this role, Daniel is responsible for answering incoming phone calls and e-mails from customers and addressing their questions and concerns regarding their products and services, as well as troubleshooting any technical problems they may have.

# Significant Accomplishments:

Daniel is a CCIE Security credentialed engineer, which is an Expert-level designation that recognizes security experts who have the knowledge and skills to architect, engineer, implement, troubleshoot, and support the full suite of Cisco security technologies and solutions using the latest industry best practices to secure systems and environments against modern security risks, threats, vulnerabilities, and requirements.

| Tenure:    | 18 years of industry experience and joined Cerium in 2015. |
|------------|--|
| Education: | Pacific Union College, Angwin, CA                          |

# Certifications & Training:

- Cisco Certified Internetwork Engineer (CCIE)-Security (#22791)
- Cisco Certified Network Professional-Voice (CCNP-V)
- Cisco Certified Network Professional- Collaboration (CCNP Collaboration)
- Cisco Certified Design Professional (CCDP)

#### **Confidential & Proprietary Information**



# **David Galles, CSC Support Engineer**

David works in Cerium's Support Center (CSC) as a support engineer with over 5 years of industry experience. In this role, David is responsible for engaging with customers via phone and e-mails addressing their questions and concerns regarding their products and services, as well as troubleshooting any technical problems they may have.

#### Primary Technologies Supported:

David supports a wide range of customers, with a special focus on Watchguard and route/switch troubleshooting. David supports the full suite of Watchguard and Cisco Route/Switch technologies and solutions using the latest industry best practices to secure and maintain the customer's systems and environments.

| Tenure:    | 5 years of industry experience and joined Cerium in 2013. |
|------------|---|
| Education: | ITT Technology, Spokane Falls Community College           |

# Certifications & Training:

 Watchguard Firewall Essentials, Watchguard Policies, Cisco Route/Switch, Cisco Voice Training

#### **Eric Dillon, Systems Engineer**

Eric brings over 20 years of network experience to the City of Spokane engagement. As a network implementation engineer Eric ensures seamless customer deployments and serves as the technical, go-to resource for the implementation team. He is a network expert with the ability to communicate technical concepts and implementation best practices to non-technical audiences.

#### Significant Accomplishments:

Eric is a CCIE Voice credentialed engineer, which is an Expert-level certification that ensures he has knowledge and experience in collaboration solutions integration and interoperation, configuration, and troubleshooting in complex networks and the challenges of video, mobility, and presence as the foundation for workplace collaboration solutions.

| Tenure:    | 22 years of industry experience and joined Cerium in 2009. |
|------------|--|
| Education: | Numerous Cisco networking and telephony training           |

# **Confidential & Proprietary Information**



# Certifications & Training:

- CCIE-V (Cisco Certified Internetwork Expert-Voice)
- CCSP (Cisco Certified Security Professional)
- CCNP (Cisco Certified Network Professional)
- CCNP (Cisco Certified Network Professional) Security
- CCVP (Cisco Certified Voice Professional)
- CCDP (Cisco Certified Design Professional)
- CCNA (Cisco Certified Network Associate)
- CCDA (Cisco Certified Design Associate)

| Erik Mattison Network Engineer |   |
|--------------------------------|---|
| Tenure:                        | Ten years of industry experience, with Cerium since 2014.         |
| Education:                     | Central Washington University, BA in IT Administration Management |

# Certifications & Training:

- Cisco Certified Network Professional (CCNP-S) Security
- Cisco Certified Network Associate (CCNA-R/S) Routing & Switching
- Cisco Certified Network Associate (CCNA-W) Wireless
- Cisco Certified Network Associate (CCNA-S) Security

# Kevin Mayo, Sr. Solutions Architect, Enterprise Networking & Cybersecurity

Kevin has been an advocate for IT organizations and a leader in IT transformation for more than 20 years. He helps enterprises design, adopt and optimize their digital information systems with the industries most advanced perimeter security solutions, 10G/40G/100G LAN/WAN technologies, hyper-converged compute and all-flash storage data center architectures, 802.11ac Wave-2 multi-gig wireless technologies, and advanced collaboration solutions.

He is due to complete his 4th CCNA/CCNP discipline in Advanced Security, the EC-Council Certification Computer Hacking Forensic Investigator (CHFI), and the EC-Council Certified Ethical Hacker (CEH) and plans to complete his Master of Science, Cybersecurity and Information Assurance.

| Tenure:    | More than 20 years of industry experience.                               |
|------------|--|
| Education: | University of Utah – Western Governors University – Sciences/IT Security |

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#### Certifications & Training:

- CISSP Certified IS Security Professional
- CCNP Routing, and Switching
- CCVP Voice and Collaboration
- CCDP Design Professional
- CCNA Collaboration
- CCNA Data Center
- CCNA Routing, and Switching
- CCDA Design Associate
- Data Center Systems Engineer Representative
- Express Collaboration Systems Engineer Representative
- Unified Computing Systems Engineer Representative
- Cisco Video Network Representative
- Microsoft Specialist
- Microsoft Certified Solutions Associate

Soon to complete: 4th CCNA/CCNP discipline in Advanced Security, the EC-Council Certification Computer Hacking Forensic Investigator (CHFI), and the EC-Council Certified Ethical Hacker (CEH) and plans to complete his Master of Science, Cybersecurity and Information Assurance.

| Nathan Grovhoug, Implementation Engineer |  |
|--|--|
| Tenure:                                  | Nathan has over 14 years of industry experience and joined Cerium in 2014.                 |
| Education:                               | Bachelor of Science in Network Administration, Western Governors University – January 2017 |

# Certifications & Training:

- CCNA Routing and Switching
- CCNA Voice
- CCNP
- MCSA Windows Server 2012
- CMNA
- CompTIA A+
- Security +
- CIW Web Foundations Associate
- Cisco Meraki MMCA

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| Ryan Clabaugh, | Director of Engineering  |
|----------------|--|
| Tenure:        | 13 years of industry experience and joined Cerium in 2008.   |
| Education:     | <ul> <li>Eastern Washington University, Cheney, WA</li> <li>B.S. Computer Engineering Technology</li> <li>B.S. Technology – Digital Electronics</li> </ul> |
|                | Minor - Computer Science   |

## Certifications & Training:

- Cisco Certified Internetwork Expert (CCIE) Collaboration (#33665)
- Cisco Certified Network Associate (CCNA) Security
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Design Associate (CCDA)
- VMware Certified Associate Data Center Virtualization (VCA-DCV)
- IronPort Certified Security Associate
- Certified Meraki Network Associate (CMNA)

## Travis Niedens, Security Practice Technical Lead / Sr. Security Engineer

Travis Niedens is an experienced Sr. Security Engineer with over 20 years working in the technical and security industry. Over his career, he has been responsible for designing and implementing security solutions to protect the client's corporate network and cloud computing resources.

| Tenure:    | Over 20 years working in the technical and security industry. |
|------------|---|
|            | Capella University  |
|            | 1/2013 – Present – In Progress                                |
|            | Ph.D. in IT, Information Security and Assurance               |
|            | Masters of Science in IT, Information Security and Assurance  |
| Education: |   |
|            | National University   |
|            | Bachelors of Science in Information Systems                   |
|            | Graduated with Honors   |

## **Confidential & Proprietary Information**

Pursuant to RCW 42.56.230 Personal Information, RCW 42.56.250 Employment records and RCW 42.56.270 Financial, commercial, and proprietary information.



## Certifications & Training:

- ACE
- CCNP
- Cisco Certified Data Center Networking Inf. Support Specialist
- Cisco Certified Security Professional
- Cisco Firewall Specialist
- CISSP Co-author, "Ace the Technical Interview, Fourth Edition," Published by McGraw Hill, 2000.
   Chapter 14 Cisco
- ISC2 CISSP #74913

## **Confidential & Proprietary Information**

Pursuant to RCW 42.56.230 Personal Information, RCW 42.56.250 Employment records and RCW 42.56.270 Financial, commercial, and proprietary information.

## B. Experience of The Firm

1. Indicate the experience the Firm and any subcontractors have in the following areas: a. Number of years Firm has been in business in the Spokane area. b. Number of years Firm has represented the proposed service(s). c. Other services/products represented.

Cerium Networks has been operating out of our headquarters in Spokane since our inception in October of 2000. Geographically situated in the Northwest, Cerium's primary markets of operation are Washington, Oregon, Idaho, Utah, Montana, Alaska, and California.

We are proud of our strategic partnership with Cisco that began soon after Cerium was founded. We are certified to deliver and service Cisco's full suite of networking, cloud and systems management, data center, security, voice, and wireless solutions. Our certifications demonstrate the depth and breadth of our technical expertise, delivering solutions powered by Cisco infrastructure. Cerium maintains the highest level of certifications offered by Cisco, including:

- Cisco Gold Certified Partner
- Master Specialized
  - o Collaboration
  - Security
- Advanced Specialized
  - o Data Center
  - Enterprise Networks
- 2015 Customer Gold Star Award









<sup>\*</sup>Additional certifications available upon request

As a Cisco Gold Certified Master Security Specialized Partner, Cerium is recognized as having the highest level of expertise and success selling, deploying, and providing services for sophisticated, value-added Cisco security solutions. Master Security Specialized Partners represent an elite partner community that meets Cisco's most rigorous certification requirements and are therefore recommended as a leading integrator for successfully achieving complex deliveries.

## Other Services and Products Represented

## **Core Cisco Network**

Cerium is an advanced Cisco Gold partner and solutions integrator. Cerium maintains several CCIE Routing & Switching certified engineering experts as well as numerous CCNP/CCNA Routing & Switching certified personnel. Cerium also maintains Cisco Architecture Specializations in Advanced Enterprise Networks Architectures and Advanced Data Center Architectures.

By maintaining our high-level Cisco Partner and Architecture specializations, Cerium has proven to the manufacturer (Cisco), and our customers, that we understand how to design, deliver, and optimize Cisco Unified Access and Intelligent WAN solutions.

Cisco Unified Access and intelligent WAN solutions include the advanced technologies of today's digital networks, Internet of Things, industrial and metro Ethernet solutions.

#### **Wireless Networks**

Cerium maintains Wireless Advanced Technology Partner status. Cerium has highly experienced presales and consulting systems engineers who specialize in wireless planning (coverage and signal propagation technologies), and indoor and outdoor footprint design (antenna, lightning protection, masts, and cable assemblies). Cerium also in conjunction with its expertise in Cisco Collaboration, is uniquely qualified to deliver the successful quality of service (QoS), for Wi-Fi multimedia and real-time communications.

Cerium in the last six months has designed, installed and optimized the 802.11AC Wave 2 wireless LAN for two local municipal clients. Later this summer, another municipal client will be rolling out an indoor and outdoor Cisco 802.11 wireless LAN for their Waste Water Treatment Plant.

Finally, Cerium ensures 802.11 installation success by its practice and delivery of post-installation wireless validation surveys. Using Cisco preferred Ekahau Wireless Survey Toolkit, Cerium tests after 802.11 deployments for comprehensive wireless coverage, voice and collaboration metrics, traffic analytics, and per-user experience parameters (bandwidth, client density).

## **Cisco VolP Systems**

Cerium is a Cisco Master Collaboration Specialized Partner. Obtaining a Master Specialization is to reach the highest partner and reseller level within Cisco and the Collaboration Architecture. As a proven Master Specialized Partner, Cerium supports high-risk, complex, and highly integrated Cisco collaboration projects.



The Master Collaboration Specialization ensures the City that Cerium can deliver solutions within the Cisco Collaboration stack including:

- Virtualization
- Call Control
- Unified Messaging Microsoft 0365 Integration
- Instant Messaging and Presence
- Collaboration Expressway Firewall Traversal and Interdomain/Intradomain Federation
- Advanced third-party solutions including Singlewire Informacast, Intellidesk, Vocera, and Polycom and SIP endpoint integration
- Unified Telepresence
- Group Collaboration including WebEx, Spark, and other advanced Cisco Cloud offerings
- Unified Contact Center Express

## **Network Security Risk Assessment Services**

Cerium's risk assessment and audit services provide organizations with a baseline of their information security controls providing a clear roadmap to improve their cybersecurity programs. Cerium's services include:

- Compliance Risk Assessments HIPAA, GLBA, FISMA, NIST, FTI, CJIS, PCI, SOX
- External Vulnerability Assessment
- Internal Vulnerability Assessment
- Penetration Testing
- Social Engineering Testing
- Enterprise Risk Assessment
- Third Party Compliance Reviews
- Regulatory & Compliance Audits

## Qualifications

Cerium is a Cisco Master Security Partner. The Master Security accreditation requires that Cerium maintains personnel who hold:

- CCIE Security Certification
- CCNP Security Certification
- Cisco Fire Jumper Level 4
- Project Management Certifications PMP and PRINCE2

The Cisco Fire Jumper includes:

- Recognition and reward framework and mentorship programs for Cisco Pre-Sales Systems
   Engineer Champions
- The Cisco Fire Jumper is considered to be among the best both technically and in salesmanship, within a partner organization



• Cisco maintains Fire Jumper programs in four competency areas; Content Threat, Malware Threat, Network Threat, and Secure Access and Mobility

Cerium also maintains three ISC2 CISSP accredited professionals within its sales and support organization.

2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.

## **Lifecycle Service and Support**

Ongoing client support is provided by our Cerium's Support Center (CSC). The CSC is staffed by manufacturer-certified technology experts with a long history of delivering superior customer support. CSC support staff is available 24/7/365 via phone, email, web chat, or our secure self-service web portal. This round-the-clock coverage enables the CSC to support our client's mission-critical operations with the resources to keep them up and running quickly if the unexpected happens.

## **Partnership with the City**

Cerium Networks appreciates and respects relationships with its clients and will work diligently to ensure their long-term success. The City and Cerium Networks have enjoyed a business relationship since 2008. Cerium looks forward to our continued and long-term, mutually successful partnership with the City of Spokane into the future.

## Past Project List

3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

Our list of projects is extensive. Provided below is a list of relevant projects by scope area that Cerium has deployed over the last two years. Due to our non-disclosure agreements with our clients, we are unable to provide contract information and contacts for this extensive list. All Cisco projects that include hardware or software components include SmartNet services at the time of the contract. We have provided reference information in Section C on the following pages.

| Service Category   | Project Scope                     | Vertical            |
|--------------------|-----------------------------------|---------------------|
| Cisco VoIP Network | Cisco Voice UC Building Expansion | Commercial Business |
| Cisco VoIP Network | Cisco UC SIP Trunk Deployment     | Commercial Business |
| Cisco VoIP Network | Cisco UC Voice                    | Financial           |
| Cisco VoIP Network | Cisco UC Voice                    | Commercial Business |
| Cisco VoIP Network | CUCM V11 Upgrade/ASA Refresh      | Commercial Business |
| Cisco VoIP Network | Video Collaboration Solution      | Commercial Business |



| Cisco VoIP Network | Center Cisco UC Voice System          | Healthcare          |
|--------------------|---------------------------------------|---------------------|
| Cisco VoIP Network | UC UCCX                               | Municipal           |
| Cisco VoIP Network | Cisco UC Platform Upgrade             | Municipal           |
| Cisco VoIP Network | UCCX PSO                              | Municipal           |
| Cisco VoIP Network | Cisco UC - Update Three Locations     | Corporate Business  |
| Cisco VoIP Network | Cisco UC Voice System                 | Higher Education    |
| Cisco VoIP Network | Cisco UC Upgrade R11.5 With Servers   | Commercial Business |
| Cisco VoIP Network | Cisco UC Voice                        | Commercial Business |
| Cisco VoIP Network | Call Recording for Wire Transfers     | Financial           |
| Cisco VoIP Network | Cisco UC Upgrade R11.5                | Financial           |
| Cisco VoIP Network | Cisco Switches (2960) and Cisco Voice | Municipal           |
| Cisco VoIP Network | Cisco CME to SRST Migration           | Commercial Business |
| Cisco VoIP Network | Cisco UCM/UCCX/CER                    | Healthcare          |
| Cisco VoIP Network | Cisco UCM/UCCX                        | Healthcare          |
| Cisco VoIP Network | Cisco UC Upgrade R10 to R11.5         | Financial           |
| Cisco VoIP Network | Cisco UC Router/Gateway Refresh       | Commercial Business |
| Cisco VoIP Network | Cisco UCCX Design & Implementation    | Higher Education    |
| Cisco VoIP Network | Cisco UC Voice                        | Commercial Business |
| Core Cisco Network | Network Implementation                | K-12                |
| Core Cisco Network | Network Assessment                    | K-12                |
| Core Cisco Network | Network Implementation                | K-12                |
| Core Cisco Network | Switch Implementation                 | K-12                |
| Core Cisco Network | Switch Implementation                 | K-12                |
| Core Cisco Network | Switch Implementation                 | K-12                |
| Core Cisco Network | Switch Implementation Services        | K-12                |
| Core Cisco Network | Network Installation                  | K-12                |
| Core Cisco Network | Switch Implementation Services        | K-12                |
| Core Cisco Network | Switch Implementation - Option 2      | K-12                |
| Core Cisco Network | Switch Implementation                 | K-12                |
| Core Cisco Network | Core Upgrade                          | Municipal           |
| Core Cisco Network | Switch Implementation Services        | K-12                |
| Core Cisco Network | Switch Implementation                 | K-12                |
| Core Cisco Network | Switch Implementation                 | K-12                |
| Core Cisco Network | Switch Implementation                 | K-12                |
| Core Cisco Network | Switch Implementation Services        | K-12                |
| Core Cisco Network | Switch Implementation Services        | K-12                |
| Core Cisco Network | Cisco Routing PSO                     | Financial           |
| Core Cisco Network | Cisco Nexus                           | Commercial Business |
| Core Cisco Network | PRIME Foundation Deployment           | K-12                |



| Core Cisco Network | Switch Implementation                     | K-12                |
|--------------------|---|---------------------|
| Core Cisco Network | Switch Implementation Services            | K-12                |
| Core Cisco Network | Network Assessment & Server Migration     | Commercial Business |
| Core Cisco Network | Switch Implementation Services            | K-12                |
| Core Cisco Network | Core design                               | Municipal           |
| Core Cisco Network | Multisite Network Assessment              | K-12                |
| Core Cisco Network | Network Assessment                        | Commercial Business |
| Core Cisco Network | Switch Implementation                     | Commercial Business |
| Core Cisco Network | Cisco Data Center 3650 Catalyst and Nexus | Municipal           |
| Core Cisco Network | Cisco 3650 Catalyst Switches              | Healthcare          |
| Core Cisco Network | Cisco Meraki Engineering                  | Commercial Business |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Core Cisco Network | Network Assessment                        | K-12                |
| Network Security   | Cisco Router/ASA/ Upgrade                 | Critical            |
|                    |   | Environments        |
| Network Security   | ISE Foundation Deployment                 | K-12                |
| Network Security   | Cisco Meraki Firewall Project             | Hospitality         |
| Network Security   | Cisco Network                             | Commercial Business |
| Network Security   | ASA FirePower                             | Financial           |



| Network Security | Multiple Security Enhancements                        | Critical            |
|------------------|---|---------------------|
| ,                |   | Environments        |
| Network Security | ASA-SourceFire Upgrade                                | Financial           |
| Network Security | Cisco ASA5525X SourceFire Update                      | Municipal           |
| Network Security | Cisco ISE Implementation                              | Commercial Business |
| Network Security | Cisco ISE and TrustSec on HyperV                      | Municipal           |
| Network Security | ISE & PRIME   | K-12                |
| Network Security | Cisco ASA Platform Installation                       | Commercial Business |
| Network Security | WatchGuard Firewall                                   | Financial           |
| Network Security | ISE Option 1 - AnyConnect NAM                         | Critical            |
|                  |   | Environments        |
| Network Security | CISCO 5508 ASA  | Financial           |
| Network Security | VPN Reconfiguration & Design                          | Higher Education    |
| Network Security | CUCM V11 Upgrade/ASA Refresh                          | Commercial Business |
| Wi-Fi Networking | Network Implementation                                | Critical            |
|                  |   | Environments        |
| Wi-Fi Networking | Cisco Switch and APs                                  | K-12                |
| Wi-Fi Networking | Wireless and Management-Security                      | Municipal           |
| Wi-Fi Networking | Cisco Wireless LAN Controller                         | Municipal           |
| Wi-Fi Networking | Wireless Site Survey                                  | Commercial Business |
| Wi-Fi Networking | Meraki Professional Services                          | Commercial Business |
| Wi-Fi Networking | Wireless Baseline Assessment                          | Commercial Business |
| Wi-Fi Networking | Meraki Wireless Design and Implementation             | Commercial Business |
| Wi-Fi Networking | Cisco Wireless LAN Controller Design & Implementation | Healthcare          |



## C. References

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

| Company Name            | Contact Name                              | Scope of Services   | Timeframe of   |
|-------------------------|---|---|--|
| and City City of Tacoma | Phone Number Linda Trehuba (253) 591-5291 | (Type/Size)  Cerium won a competitive RFP for SmartNet services in June 2015, renewed it  | Cerium has been a trusted business partner implementing multiple |
|                         |   | in a competitive RFP in 2016, and then renewed it again for a 18-month contract (to meet their biennium budget process) in 2017. We are currently working to extend it to May 31 <sup>st</sup> , 2019 to match the NASPO contract renewal date. | communication projects for the City of Tacoma for over 12 years. |

## **Confidential & Proprietary Information**

Pursuant to RCW 42.56.230 Personal Information, RCW 42.56.250 Employment records and RCW 42.56.270 Financial, commercial, and proprietary information.



| Washington Trust Bank                        | Tony Mathews<br>509-353-4138     | Washington Trust Bank has completed multi-year SmartNet renewals with Cerium Networks since 2011. The reason for the multi-year agreements is to provide contract savings versus annual agreements and the more predominant reason is for pricing protection on the hardware/software that locks in the support rate for the term and is not subject to possible support | 3-Year SmartNet<br>Renewal – 1.3M                                 |
|--|----------------------------------|--|---|
| Schweitzer Engineering<br>Laboratories (SEL) | Scott Thompson<br>(509) 334-8818 | increases annually.  SEL had traditionally completed 1-Year renewals. Cerium proposed a multi-year agreement with SEL to provide additional savings and utilized Cisco Capital to finance the 3-Year renewal and provided the customer a 0% interest annual payment solution to meet budget requirements.  | 3-year SmartNet<br>Renewal – 1.1M                                 |
| BECU   | Bob Phinney<br>(206) 439-5981    | SmartNet Renewal –<br>(400k)  Cisco Data Center<br>Project (3M)  | SmartNet: 3-year agreement 2017-2020 Cisco Data Center: 2017-2018 |

## **Confidential & Proprietary Information**

Pursuant to RCW 42.56.230 Personal Information, RCW 42.56.250 Employment records and RCW 42.56.270 Financial, commercial, and proprietary information.



| Spokane County | Patrick Ferrell | Deployment and         | Cerium Networks has   |
|----------------|-----------------|------------------------|-----------------------|
|                | (509) 477-6308  | ongoing support of     | been actively engaged |
|                |                 | their voice and data   | with Spokane County   |
|                |                 | communications for     | since 2000.           |
|                |                 | 2300 endpoints over 10 |                       |
|                |                 | County locations.      |                       |
|                |                 | Ongoing support is     |                       |
|                |                 | provided through Cisco |                       |
|                |                 | SMARTnet as well as    |                       |
|                |                 | Cerium Support         |                       |
|                |                 | Agreement.             |                       |

## **Confidential & Proprietary Information**

Pursuant to RCW 42.56.230 Personal Information, RCW 42.56.250 Employment records and RCW 42.56.270 Financial, commercial, and proprietary information.

## D. Related Information

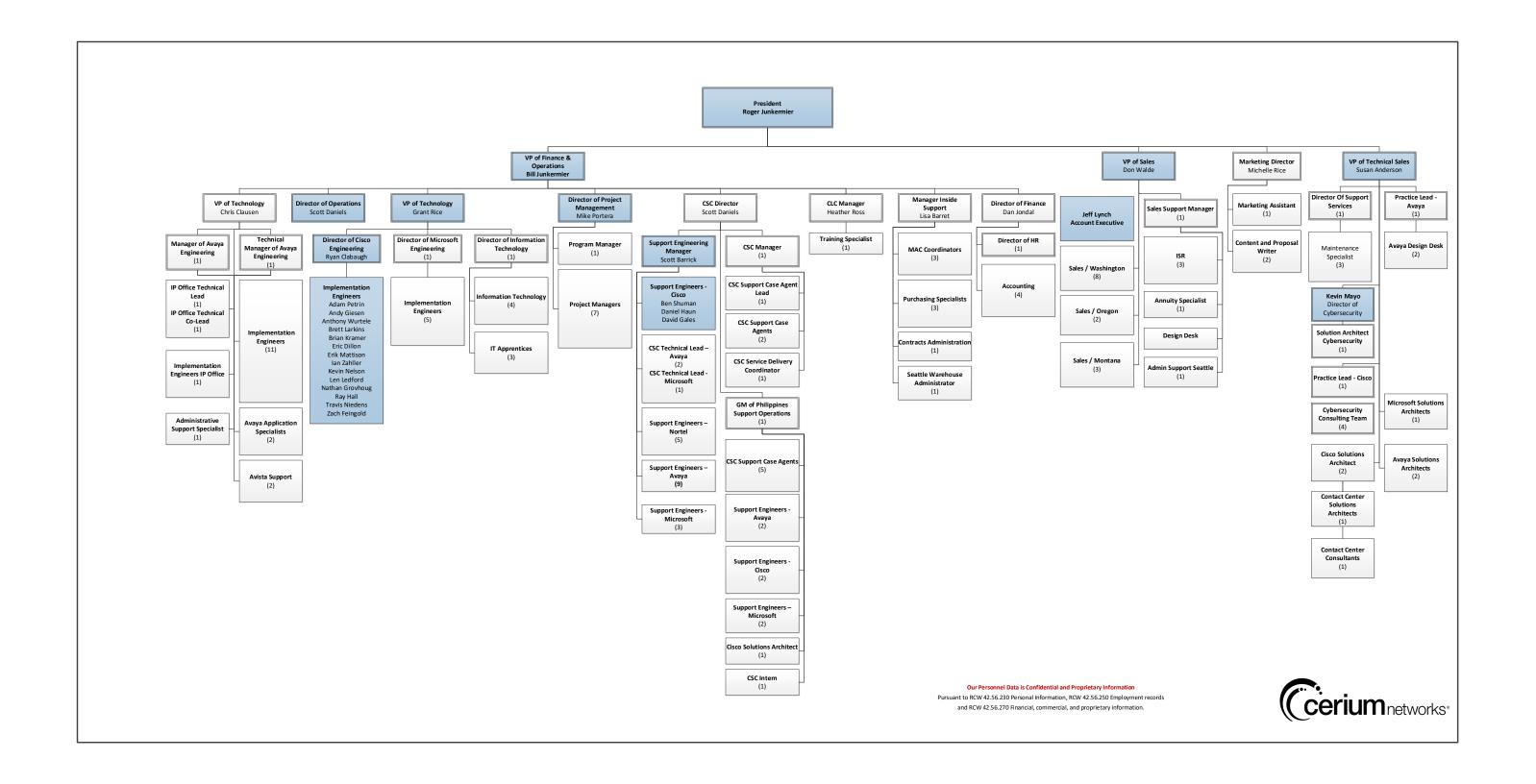
If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## **Cerium Networks Response:**

Cerium Networks has not had a contract terminated for default in the last five (5) years or, for that matter, in its history as a company.





## 4.5 Cost Proposal

## A. SmartNet Quote

Provide the annual SmartNet quote, co-terminated on December 31, 2020 using the following format for each equipment type or chargeable line item:

Item Description Quantity Annual Rate Total

Cerium's quote, as detailed above) is provided on the following pages.



| Contract 2384749                      |                                      |                            |                                  |   |                            |                            |              |                       |                       |
|---------------------------------------|--------------------------------------|----------------------------|----------------------------------|---|----------------------------|----------------------------|--------------|-----------------------|-----------------------|
| SNTC 8X5XNBD                          |                                      |                            |                                  |   |                            |                            |              |                       | •                     |
| Quan Service Product Number           | Product Number                       | Serial Number              | Install Site                     | Install Address   | Begin Date                 | End Date                   |              | Ext List              | Price 50.40           |
| 1 CON-SNT-AIRBAP15<br>1 CON-SNT-CT255 | AIR-AP1562E-B-K9                     | FGL2119B03Z<br>PSZ19231EUR | CITY OF SPOKANE  CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019<br>31-DEC-2019 | \$ 72.00 S   | \$ 72.00<br>\$ 177.00 | \$ 50.40<br>\$ 123.90 |
| 1 CON-SNT-C1255<br>1 CON-SNT-AIRCT853 | AIR-CT2504-5-K9<br>AIR-CT8510-300-K9 | E2K8315                    | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019<br>01-JAN-2019 | 31-DEC-2019                | \$ 11,700.00 | \$ 11,700.00          | \$ 8,190.00           |
| 1 CON-SNT-AIRCT85                     | AIR-CT8510-HA-K9                     | E2VW857                    | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 6,240.00  | \$ 6,240.00           | \$ 4,368.00           |
| 1 CON-SNT-ASSB50K9                    | ASA5505-50-BUN-K9                    | JMX184340LK                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 101.00    | \$ 101.00             | \$ 70.70              |
| 1 CON-SNT-AS5B50K9                    | ASA5505-50-BUN-K9                    | JMX184340P8                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 101.00    | \$ 101.00             | \$ 70.70              |
| 1 CON-SNT-ASSBUNK9                    | ASA5505-BUN-K9                       | JMX1201Z039                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1432Z1TM                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1432Z1TR                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1628Z0N9                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1734Z0PQ                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              |                       |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX173541CN                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              |                       |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX173541HB                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1735Z12W                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX174540MX                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1745Z0TW                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX181240QX                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1815413G                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1815413K                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1815Z17P                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                |              | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1815Z17Z                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1816Z0U4                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                |              | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1816Z0ZY                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1816Z106                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1816Z10B                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                |              | \$ 71.00              |                       |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1816Z10C                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1816Z10G                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1816Z10T                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1816Z11C                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                |              | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1817411B                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1817Z1L2                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1818Z0AS                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5BUNK9                    | ASA5505-BUN-K9                       | JMX1818Z0AT                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-AS5K8                       | ASA5505-K8                           | JMX162240A0                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 71.00     | \$ 71.00              | \$ 49.70              |
| 1 CON-SNT-ASAK506F                    | ASA5506-FTD-K9                       | JMX2101Y02N                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 119.00    | \$ 119.00             | \$ 83.30              |
| 1 CON-SNT-ASA5506K                    | ASA5506-K9                           | JMX192840YN                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 119.00    | \$ 119.00             | \$ 83.30              |
| 1 CON-SNT-ASA5506K                    | ASA5506-K9                           | JMX2002Z07T                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 119.00    | \$ 119.00             | \$ 83.30              |
| 1 CON-SNT-A15SDK9                     | ASA5515-SSD120-K9                    | FTX182610RL                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 772.00    | \$ 772.00             | \$ 540.40             |
| 1 CON-SNT-A15SDK9                     | ASA5515-SSD120-K9                    | FTX182610RM                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 772.00    | \$ 772.00             | \$ 540.40             |
| 1 CON-SNT-ASA556F9                    | ASA5516-FPWR-K9                      | JMX2131Y2NC                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 719.00    | \$ 719.00             | \$ 503.30             |
| 1 CON-SNT-ASA556F9                    | ASA5516-FPWR-K9                      | JMX2131Y2SB                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 719.00    | \$ 719.00             | \$ 503.30             |
| 1 CON-SNT-A25FPK9                     | ASA5525-FPWR-K9                      | FTX2110W1RY                | CITY OF SPOKANE FIRE             | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 1,151.00  | \$ 1,151.00           | \$ 805.70             |
| 1 CON-SNT-A25FPK9                     | ASA5525-FPWR-K9                      | FTX2110W1S0                | CITY OF SPOKANE FIRE             | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 1,151.00  | \$ 1,151.00           | \$ 805.70             |
| 1 CON-SNT-ASA5525F                    | ASA5525-FTD-K9                       | FTX2102W06K                | CITY OF SPOKANE WRF SCADA        | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 1,115.00  | \$ 1,115.00           | \$ 780.50             |
| 1 CON-SNT-ASA5525F                    | ASA5525-FTD-K9                       | FTX2102W06M                | CITY OF SPOKANE WRF SCADA        | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 1,115.00  | \$ 1,115.00           | \$ 780.50             |
| 1 CON-SNT-BE7HM40K                    | BE7H-M4-K9                           | FCH2015V1X2                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 424.00    | \$ 424.00             | \$ 296.80             |
| 1 CON-SNT-BE7HM40K                    | BE7H-M4-K9                           | FCH2015V23Q                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 424.00    | \$ 424.00             | \$ 296.80             |
| 1 CON-SNT-2921VSEC                    | C2921-VSEC/K9                        | FTX1731AMDL                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 649.00    | \$ 649.00             | \$ 454.30             |
| 1 CON-SNT-2921VSEC                    | C2921-VSEC/K9                        | FTX1731AMDM                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 649.00    | \$ 649.00             |                       |
| 1 CON-SNT-2921VSEC                    | C2921-VSEC/K9                        | FTX1731AMDP                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 649.00    | \$ 649.00             | \$ 454.30             |
| 1 CON-SNT-2921VSEC                    | C2921-VSEC/K9                        | FTX1731AMDS                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 649.00    | \$ 649.00             | \$ 454.30             |
| 1 CON-SNT-2951                        | CISCO2951/K9                         | FTX1633AKGT                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 1,137.00  | \$ 1,137.00           | \$ 795.90             |
| 1 CON-SNT-2951SEC                     | CISCO2951-SEC/K9                     | FTX1410AHGJ                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | 7 -)         | \$ 1,136.00           |                       |
| 1 CON-SNT-7925G1K                     | CP-7925G-A-K9=                       | IAC1745A2G3                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-OCT-2019                | \$ 83.01     | \$ 83.01              | \$ 58.11              |
| 1 CON-SNT-7925G1K                     | CP-7925G-A-K9=                       | IAC1938A47E                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-OCT-2019                | \$ 83.01     | \$ 83.01              | \$ 58.11              |
| 1 CON-SNT-7925G1K                     | CP-7925G-A-K9=                       | IAC1939A06R                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-OCT-2019                | \$ 83.01     | \$ 83.01              | \$ 58.11              |
| 1 CON-SNT-CP7937                      | CP-7937G=                            | 0004F2EB7EA8               | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-MAR-2019                | \$ 16.82     | \$ 16.82              | \$ 11.77              |
| 1 CON-SNT-CP7937                      | CP-7937G=                            | 0004F2EB7EDF               | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-MAR-2019                |              | \$ 16.82              | \$ 11.77              |
| 1 CON-SNT-CP7937                      | CP-7937G=                            | 0004F2EB8135               | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-MAR-2019                | \$ 16.82     | \$ 16.82              | \$ 11.77              |
| 1 CON-SNT-CP7937                      | CP-7937G=                            | 0004F2F0243D               | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-MAR-2019                | \$ 16.82     | \$ 16.82              | \$ 11.77              |
| 1 CON-SNT-CP7937                      | CP-7937G=                            | 0004F2F23A2F               | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-MAR-2019                | \$ 16.82     | \$ 16.82              | \$ 11.77              |
| 1 CON-SNT-CP7937                      | CP-7937G=                            | 0004F2F25124               | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-MAR-2019                | \$ 16.82     | \$ 16.82              | \$ 11.77              |
| 1 CON-SNT-CP7937                      | CP-7937G=                            | 0004F2F25669               | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-MAR-2019                | \$ 16.82     | \$ 16.82              | \$ 11.77              |
| 1 CON-SNT-CP8831K9                    | CP-8831-K9=                          | FCH194126QK                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 56.00     | \$ 56.00              | \$ 39.20              |
| 1 CON-SNT-CP8831K9                    | CP-8831-K9=                          | FCH194623L0                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 56.00     | \$ 56.00              | \$ 39.20              |
| 1 CON-SNT-CPK8832K                    | CP-8832-K9                           | FCH2224DKV2                | CITY OF SPOKANE                  | WEST 808 SPOKANE FALLS BLVD                             | Current                    | 31-DEC-2019                | \$ -         | \$ -                  | \$ -                  |

| COLAN COMMENT   COLAN COMMEN  |      | Contract 2384749 |   |   |      |      |         |          |          |
|---|------|------------------|---|---|------|------|---------|----------|----------|
| COLDITIONS   COL  |      |                  |   |   |      |      |         |          |          |
| CONSTITUTION   CONS  | Quan |                  |   |   |      |      |         |          |          |
| CONSIGNATION   CONS  |      |                  |   |   |      |      |         |          | 1 7      |
| 1 COLOR-CHILDRAN  |      |                  | _ |   |      |      | , T     | T        | T        |
| TOTO CONTINUED   TOTO  |      |                  | _ |   |      | <br> |         | 7        | \$ -     |
| COMPRESSION   PRICEION   PRICEIPAN   PRI  |      |                  |   |   |      |      |         | 1 9      | \$ -     |
| 1 COMPRISON   PRISON   PRISO  |      |                  |   |   |      |      | 1 -7 -  |          |          |
| 1 CONSTRUCTION   PRIZE DAMPINE DE MOZES 1997   OT OF PERSONANT FIRST   WETTERS SOCKAIT FIRST SOCKA  | -    |                  | _ |   |      |      | +       |          |          |
| TOWN PETERS   PART AND PETERS SPORMER   METERS SPORMER PART AND PETERS SPORM  |      |                  |   |   |      |      |         |          |          |
| 1 CONSIGNATION   1,2005-18TC   1,000-18TC   |      |                  |   |   |      |      |         |          |          |
| COMPRIENT   SURGERY   COLUMN TO PERSONAL TRAINER   MET BESTOWN TO PERSON  |      |                  | _ |   |      |      |         | 7        | Y        |
| 1 CONSTRUCTION   1 CO  | -    |                  |   |   |      |      | 7       | 7        | 7        |
| 1. CON SIT FEMALY   \$1,000-07   CONTINUENCE   \$1,000-07   CONTINUENCE   \$1,000-07   CONTINUENCE   \$1,000-07   CONTINUENCE   CO  |      |                  |   |   |      |      |         |          |          |
| COMPATIGNED    C. 1000-17TC   C. 1  |      |                  |   |   |      |      |         |          |          |
| CONSMICHATE   EXBOSITE   COL1322200   COLT OF STORME MEMPE   WEST BOS STORME FLALE BUYD   D. 12-M-2029   1-000-2023   S. B.B.D.   S. B.D.D.   S. B.D  |      |                  | _ |   |      |      |         |          |          |
| COM-SPIT-GRAFT   C. 4000-411C   C. 1021-122266   COT OF SPORME FRANCE   WEST BIS SPORMER FRANCE   C. 1021-122266   C. 1021-  |      |                  |   |   |      |      |         |          |          |
| CONSTRUCTION   CASISTRATE   C  |      |                  |   |   |      |      | 7       |          |          |
| 1 CONSTITEMENT   0.5000-04TC   0.7000-04TC   0.70000-04TC   0.7000-04TC   0.7000-04TC   0.70000-04TC   0.7000-04TC   0.7000-04  |      |                  | _ |   |      |      | 7 00.00 |          |          |
| CONSTRUCTION   CONS  |      |                  |   |   |      |      | 7 00.00 |          |          |
| 1   COM-NATE-PART   18 - 2000 ATT   FOLD-1322006   CTY OF SPINOARE TRAFFIC   WEST 800 S PORCAS PART BURN DO   1.4 M - 2009   3   5   6.00   5  |      |                  |   |   |      |      |         |          |          |
| 1   CON-NATE-PATIC   18-300-ATC   FOCI-1322/2006   CTY OF SPICALNE TRAFFIC   WEST TIME SPICALNE TRAVE   SUB-2019   S. 186.00  |      |                  |   |   |      |      |         |          |          |
| 1   COM-STIFFERTC   F. 5000-4TC   F. COLLISZEROB   CITY OF SPROME TRAFFIC   WEST 808 SPROME FELLS BLVD   D. JAM 2019   3.10 CC. 2019   S. 86.00   S. 86.  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SYSTERIC   18-200-9TC   COCCURRENCE   COCCURRENCE   CONTROL SYSTERS SPOKME FRANKE   CO  | -    |                  |   |   |      |      |         |          |          |
| CONSTITERT   1:000-04TC   COLSIZIORIS   CITYOF SPONMET TRAFFIC   WEST 808 SPONMET FLAILS BLVD   0.14M-9209   3.1-06C-2019   5.86.00   5.06.20   1.000-04TC   COLSIZIORIS   CITYOF SPONMET TRAFFIC   WEST 808 SPONMET FLAILS BLVD   0.14M-9209   3.1-06C-2019   5.86.00   5.06.20   6.02.20  | -    |                  | _ | _ |      | <br> |         |          | · ·      |
| 1   CONSMITERATIC   6-3000-FTC   FOCLISAZIONE   CITY OF SPONANE TRAFFIC   WEST 800 SPONANE FALLS BLVD   0.1-MA-2019   3.10-EC-2019   5 8.00.0   5 8.00.0   5 6.0.20   |      |                  |   |   |      |      | 7       |          |          |
| CONSMITERATE   \$300-017  |      |                  |   |   |      |      | 7 00.00 |          |          |
| 1   CON-SMITERATE   6-2000-4TC   FOCUSAZIONES   OTT OF SHORMER TRAFFIC   WEST 808 SPOWARE FALLS SUVD   O1-JAN-2019   3.10EC-2019   5 860   5 86.0   5 60.0   2 1 CON-SMITERATE   FOCUSAÇUE TRAFFIC   WEST 808 SPOWARE FALLS SUVD   O1-JAN-2019   3.10EC-2019   5 860   5 86.0   5 60.0  |      |                  |   |   |      |      |         |          |          |
| 1   CON-SMYTERIATC   IR-2000-4TC   FOCLESAPOLE   OTH OF SPORMAR TRAFFIC   WEST 808 SPOUNE FALLS BLVD   O1-JAN-2019   3.1062-0319   \$ 86.00   \$ 86.00   \$ 60.00   1   CON-SMYTERIATC   FOCLESAPOLE   OTH OF SPORMAR TRAFFIC   WEST 808 SPOUNE FALLS BLVD   O1-JAN-2019   3.1062-0319   \$ 86.00   \$ 86.00   \$ 60.0  |      |                  |   |   |      |      | 1       |          |          |
| 1   CON-SMYTEPATTC   E-8000-4TC   FOCL3449/SC   CITY OF SPOWARE TRAFFIC   WEST 808 SPOWARE FALLS BLVD   O.1-AM-2019   31-DEC-2019   S. 86.00   S. 66.20   |      |                  |   |   |      |      |         |          |          |
| 1   COM-SHIFE   13:000-4TC   FOLISHOVIS   CITY OF SPOAME TRAFFIC   MYST 808 SPOAME FALLS BUVD   0.1.4M-2019   3.1.0EC-2019   5   8.6.0.0   5   6.0.20   | -    |                  |   |   |      |      |         |          |          |
| 1 CON-SHYLEATEC   1-3000-4TC   FOCLSHOPTIC   CITY OF SPORME TRAFFIC   WEST 80S SPORME FALLS BLVD   0.1-MA-2019   3.1-DEC-2019   5 8.0.0   5 6.0.22  |      |                  | _ | _ |      |      |         |          |          |
| 1 CON-SHT-ENTC   F-3000-HTC   F-021-346/0WK   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   0.1-MA-2019   3.1-06C-2019   5 8.60   5 8.00   |      |                  |   |   |      |      |         |          |          |
| 1 (ON-SHT-EMTC   F-3000-HTC   F-021-MEDWW   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   0.1-MA-2019   3.1-062-C2019   5 8.00  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SMT-ESATC   16:3000-ATC   FOCI-346/ZOMA   CITY OF SPONANE TRAFFIC   WEST 808 SPONANE FALLS BLVD   0.1-AM-2019   31-DEC-2019   5 8.60   5 8.00  |      |                  |   |   |      |      |         |          |          |
| 3 CON-SMT-ESATC   15-3000-4TC   FOCLISADYMEN CITY OF SPOKANE TRAFFIC   MEST 808 SPOKANE FALLS BLVD   0.1-MR-2019   31-DEC.2019   5 8.00   5 8.00   5 0.022  |      |                  |   |   |      |      | 1       |          |          |
| 3   CON-SMITERATC   15-3000-HTC   FOCLISAVYMS   CITY OF SPOKANE TRAFFIC   MYST 808 SPOKANE FALLS BLVD   O.1-MA-2019   31-DEC-2019   S. 86.00   S. 86.00   S. 66.20  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNITESITC   16:3000-TC   FOCL-88/VSSF   CITY OF SPOKANE FRAFFIC   WEST 808 SPOKANE FRALIS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SNITESITC   16:3000-TC   FOCL-88/VLVII   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FRALIS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SNITESITC   16:3000-TC   FOCL-88/VLVII   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FRALIS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SNITESITC   16:3000-TC   FOCL-88/VLVII   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FRALIS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 8   | -    |                  |   |   | <br> |      |         |          |          |
| 1 CON-SNITESATIC   E-3000-4TC   FOCL436VOVM   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL436V2HB   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL440V44L   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL440V44L   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL440V44M   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL440V44M   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL441V05S   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL441V05S   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL441V05S   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL441V05A   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL441V05A   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL441V05A   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   FOCL441V05A   CITY OF SPOKAME TRAFFIC   WEST 888 SPOKAME FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 8.60   \$ 8.60   \$ 6.02   1 CON-SNITESATIC   E-3000-4TC   |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNY-ESATC   E-3000-ATC   FOCLASEVID3   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   0.1-MA-2019   31-DEC-2019   \$ 8.0.0   \$ 8.0.0   \$ 6.0.20   1 CON-SNY-ESATC   E-3000-ATC   FOCLASEVALD   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   0.1-MA-2019   31-DEC-2019   \$ 8.0.0   |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNT-IE34TC   IE-3000-4TC   FOCL43NQ-HG   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BIVD   0.1-AN-2019   31-DEC-2019   \$ 8.60.0   \$ 8.60.0   \$ 6.0.20   1 CON-SNT-IE34TC   IE-3000-4TC   FOCL440Y441   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BIVD   0.1-AN-2019   31-DEC-2019   \$ 8.60.0   \$ 8.60.0   \$ 6.0.20   \$  |      |                  |   |   |      |      | 1       |          |          |
| 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL449Y4M   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL440Y44M   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V05S   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V05S   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V075   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V077   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V079   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V079   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V084   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V05Q   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V05Q   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V05Q   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   \$ 1 CON-SMT-IB3ATC   IE-3000-4TC   FOCL441V05Q   CITY OF SPOKANE TRAFFIC   WEST 808   |      |                  |   |   |      |      |         |          |          |
| 1 CON-SMT-LEASTC  |      |                  |   |   |      |      |         |          |          |
| 1   CON-SMT-IE34TC  |      |                  |   |   |      |      |         |          |          |
| 1   CON-SMT-1E24TC  |      |                  |   |   |      | <br> |         |          |          |
| 1   CON-SNT-IESATIC   E-3000-ATC   FOC1441V07F   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   | -    |                  | _ | _ |      |      |         |          |          |
| 1   CON-SNT-IE3ATC   IE-3000-ATC   FOCL441V077   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   |      |                  |   |   |      |      |         |          |          |
| 1   CON-SNT-IE3ATC   E-3000-4TC   FOCL441V094   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20  |      |                  |   |   |      |      | 1       |          |          |
| 1 CON-SNT-IE34TC  |      |                  |   |   |      |      |         |          |          |
| CON-SNT-IE34TC  |      |                  |   |   |      |      | 1       |          |          |
| 1 CON-SNT-IE3ATC  |      |                  |   |   |      |      |         |          |          |
| CON-SNT-IE3ATC   IE-3000-4TC   FOC1441W5QE   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   0.1-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20  |      |                  |   |   |      |      | 1       |          |          |
| 1 CON-SNT-IE34TC  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNT-IE3ATC  |      |                  |   |   |      |      |         |          |          |
| CON-SNT-IE3ATC  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNT-IE34TC  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNT-IE3ATC  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNT-IE34TC  |      |                  | _ | _ |      |      |         |          | \$ 60.20 |
| 1 CON-SNT-IE34TC  |      |                  | _ | _ |      |      |         |          |          |
| 1 CON-SNT-IE34TC  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNT-IE34TC IE-3000-4TC FOC1521Y1SJ CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$ 1 CON-SNT-IE34TC IE-3000-4TC FOC1521W28Z CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$ 1 CON-SNT-IE34TC IE-3000-4TC FOC1522W28Z CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$ 6  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNT-IE34TC IE-3000-4TC FOC1521Z02U CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$ 1 CON-SNT-IE34TC IE-3000-4TC FOC1522W28Z CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$ 60.20 \$ 1 CON-SNT-IE34TC IE-3000-4TC FOC1522W2AH CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$ 60.20 \$ 1 CON-SNT-IE34TC IE-3000-4TC FOC1522W2AH CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$ 60  |      |                  |   |   |      |      |         |          |          |
| 1 CON-SNT-IE34TC  |      |                  | _ |   |      |      |         |          |          |
| 1 CON-SNT-IE34TC IE-3000-4TC FOC1522W2AH CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$ 1 CON-SNT-IE34TC IE-3000-4TC FOC1522W2AN CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 31-DEC-2019 \$ 86.00 \$ 86.00 \$ 60.20 \$   |      |                  |   |   |      |      | +       |          |          |
| 1 CON-SNT-IE34TC IE-300-4TC FOC1522W2AN CITY OF SPOKANE TRAFFIC WEST 808 SPOKANE FALLS BLVD 01-JAN-2019 \$1-DEC-2019 \$86.00 \$86.00 \$60.20 \$1.00 \$ |      |                  | _ | _ |      | <br> |         |          |          |
| 1 CON-SNT-IE34TC   IE-3000-4TC   FOC1522W2CC   CITY OF SPOKANE TRAFFIC   WEST 808 SPOKANE FALLS BLVD   01-JAN-2019   31-DEC-2019   \$ 86.00   \$ 86.00   \$ 60.20   |      |                  |   |   |      |      |         | \$ 86.00 |          |
|   | -    |                  | _ | _ |      | <br> |         |          |          |
|   |      |                  |   |   |      |      |         |          |          |

| SNTC 8X5XNBD           |                   |               |                           |                             |             |             |           |       |          |       |
|------------------------|-------------------|---------------|---------------------------|-----------------------------|-------------|-------------|-----------|-------|----------|-------|
| Service Product Number | Product Number    | Serial Number | Install Site              | Install Address             | Begin Date  | End Date    | Each List | Ext L | ist      | Price |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522W2CK   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522W2D9   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X04S   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X04X   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X056   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     |       | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X05C   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     |       | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X05E   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     |       | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X05R   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X068   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X069   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X06E   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X077   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522X07T   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     |       | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522Z17X   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1522Z187   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 |           | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1523Z051   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1523Z05P   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1523Z09U   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1523Z0A3   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1545Z0TX   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1601X0YU   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1601X10H   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1721V04C   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1816V0UU   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1841Y2Z9   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1841Y2ZA   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC1841Y2ZK   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC2016Z58F   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC2016Z58G   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE34TC         | IE-3000-4TC       | FOC2016Z5CR   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 86     | 00 \$ | 86.00    | \$    |
| CON-SNT-IE38TC         | IE-3000-8TC       | FOC1433X25A   | CITY OF SPOKANE CITY      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 115    | 00 \$ | 115.00   | \$    |
| CON-SNT-IE38TC         | IE-3000-8TC       | FOC1433Y11S   | CITY OF SPOKANE CITY      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 115    | 00 \$ | 115.00   | \$    |
| CON-SNT-IE38TC         | IE-3000-8TC       | FOC1512Y59U   | CITY OF SPOKANE WTE CADA  | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 115    | 00 \$ | 115.00   | \$    |
| CON-SNT-IEM3004P       | IEM-3000-4PC=     | FDO2015U024   | CITY OF SPOKANE TRAFFIC   | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 87     | 00 \$ | 87.00    | \$    |
| CON-SNT-2232B          | N2K-C2232PP-BUN   | SSI16370051   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 225    | 00 \$ | 225.00   | \$    |
| CON-SNT-2232B          | N2K-C2232PP-BUN   | SSI163706LM   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 225    | 00 \$ | 225.00   | \$    |
| CON-SNT-2232B          | N2K-C2232PP-BUN   | SSI163706QK   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 225    | 00 \$ | 225.00   | \$    |
| CON-SNT-2232B          | N2K-C2232PP-BUN   | SSI163706R0   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 225    | 00 \$ | 225.00   | \$    |
| CON-SNT-N4005I         | N4K-4005I-XPX     | FOC15375VYZ   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 665    | 00 \$ | 665.00   | \$    |
| CON-SNT-N4005I         | N4K-4005I-XPX     | FOC15441VMH   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 665    | 00 \$ | 665.00   | \$    |
| CON-SNT-SNS3495        | SNS-3495-M-ISE-K9 | FCH1801V0ML   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 4,253  | 00 \$ | 4,253.00 | \$    |
| CON-SNT-SNS3495        | SNS-3495-M-ISE-K9 | FCH1850V1ME   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 4,253  | 00 \$ | 4,253.00 | \$    |
| CON-SNT-C220M4S        | UCSC-C220-M4S     | FCH2015V1ZN   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 331    | 00 \$ | 331.00   | \$    |
| CON-SNT-VG204XM        | VG204XM           | FCH1803R03S   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 104    | 00 \$ | 104.00   | \$    |
| CON-SNT-VG204XM        | VG204XM           | FCH1929S0PQ   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 104    | 00 \$ | 104.00   | \$    |
| CON-SNT-VG204XM        | VG204XM           | FCH1929S0QB   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 104    | 00 \$ | 104.00   | \$    |
| CON-SNT-VG224          | VG224             | FTX1820AK93   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 620    | 00 \$ | 620.00   | \$    |
| CON-SNT-VG310ICV       | VG310             | FTX1846AH25   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 449    | 00 \$ | 449.00   | \$    |
| CON-SNT-WSC604DL       | WS-C2960X-24PD-L  | FCW2038B1AY   | CITY OF SPOKANE FIRE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 289    |       | 289.00   | \$    |
| CON-SNT-WSC3560C       | WS-C3560CG-8PC-S  | FOC1641Y4RW   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 123    |       | 123.00   | \$    |
| CON-SNT-WSC38PCS       | WS-C3560CX-8PC-S  | FOC2107Y1X0   | CITY OF SPOKANE WRF SCADA | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 107    |       | 107.00   | \$    |
| CON-SNT-WSC38PCS       | WS-C3560CX-8PC-S  | FOC2107ZORR   | CITY OF SPOKANE WRF SCADA | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 107    |       | 107.00   | \$    |
| CON-SNT-3750X2PS       | WS-C3750X-24P-S   | FDO1546Z0K1   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 554    |       | 554.00   | \$    |
| CON-SNT-WSC3851E       | WS-C3850-12XS-E   | FCW2109F0ZY   | CITY OF SPOKANE WRF SCADA | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 976    |       | 976.00   | İs    |
| CON-SNT-WSC3851E       | WS-C3850-12XS-E   | FOC2109U13S   | CITY OF SPOKANE WRF SCADA | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 976    |       | 976.00   | \$    |
| CON-SNT-WS-C384PS      | WS-C3850-24P-S    | FCW2048D1LL   | CITY OF SPOKANE           | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 469    |       | 469.00   | İs    |
| CON-SNT-WSC384TE       | WS-C3850-24T-E    | FCW1833C1LD   | CITY OF SPOKANE WTE CADA  | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 675    | _     | 675.00   | İs    |
| CON-SNT-WSC16SFX       | 110 COOO 271 L    | JAE204108WU   | CITY OF SPOKANE WIE CADA  | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 1,080  |       | 1,080.00 | + *   |

| Contract 95703278                      |  |                            |   |   |                            |                            |                      |           |                      |
|--|--|----------------------------|---|---|----------------------------|----------------------------|----------------------|-----------|----------------------|
| SNTC TAC & IOS Updates with no ha      |  |                            |   |   |                            |                            |                      |           |                      |
| Quan Service Product Number            | Product Number                         | Serial Number              | Install Site                                    | Install Address   | Begin Date                 | End Date                   | Each List            | Ext List  | Price                |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2119M3Q1                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 46.00             |           | \$ 32.20             |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2119M3Q2                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 46.00             |           | \$ 32.20             |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2119M3Q3                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 46.00             |           | \$ 32.20             |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2119M3Q4                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 46.00             |           | \$ 32.20             |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2134N2QL                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 09-JAN-2019                | 31-DEC-2019                | \$ 44.99             | -         | \$ 31.49             |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2134N2QM                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 09-JAN-2019                | 31-DEC-2019                | \$ 44.99             |           | \$ 31.49             |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2134N2QN                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 09-JAN-2019                | 31-DEC-2019                | \$ 44.99             |           | \$ 31.49             |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2134N2QP                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 09-JAN-2019                | 31-DEC-2019                | \$ 44.99             |           | \$ 31.49             |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2134N2QZ                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 09-JAN-2019                | 31-DEC-2019                | \$ 44.99             |           | \$ 31.49<br>\$ 31.49 |
| 1 CON-SW-AIRBAP28                      | AIR-AP2802E-B-K9                       | FJC2134N2R0                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 09-JAN-2019                | 31-DEC-2019                | \$ 44.99<br>\$ 44.99 |           | \$ 31.49<br>\$ 31.49 |
| 1 CON-SW-AIRBAP28<br>1 CON-SW-AIRAPIKB | AIR-AP2802E-B-K9<br>AIR-AP2802I-B-K9   | FJC2134N2R1<br>FDW2133B1FZ | CITY OF SPOKANE  CITY OF SPOKANE                | WEST 808 SPOKANE FALLS BLVD WEST 808 SPOKANE FALLS BLVD | 09-JAN-2019                | 31-DEC-2019<br>31-DEC-2019 | \$ 44.99<br>\$ 42.00 |           | \$ 31.49             |
| 1 CON-SW-AIRAPIKB                      |  | FDW2133B1F2<br>FDW2133D1CF |   |   | 01-JAN-2019                | 31-DEC-2019                | \$ 42.00             |           | \$ 29.40             |
| 1 CON-SW-AIRCAPN2                      | AIR-AP2802I-B-K9                       | FTX1717J09Q                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                |                            | \$ 42.00             | -         | \$ 29.40             |
| 1 CON-SW-AIRCAPN2                      | AIR-CAP2602I-A-K9<br>AIR-CAP2602I-A-K9 | FTX1717J09Q<br>FTX1732J0H5 | CITY OF SPOKANE CITY OF SPOKANE                 | WEST 808 SPOKANE FALLS BLVD WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019<br>01-JAN-2019 | 31-DEC-2019<br>31-DEC-2019 | \$ 41.00             |           | \$ 28.70             |
| 1 CON-SW-AIRCAPN2                      | AIR-CAP2602I-A-K9                      | FTX1734J5YR                | CITY OF SPOKANE  CITY OF SPOKANE                | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019<br>01-JAN-2019 | 31-DEC-2019                | \$ 41.00             | -         | \$ 28.70             |
| 1 CON-SW-AIRCAPN2                      | AIR-CAP2602I-A-K9                      | FTX1734J5YK<br>FTX1734J60A | CITY OF SPOKANE  CITY OF SPOKANE                | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019<br>01-JAN-2019 | 31-DEC-2019                | \$ 41.00             |           | \$ 28.70             |
| 1 CON-SW-AIRCAPN2                      | AIR-CAP2602I-A-K9                      | FTX1734J60A                | CITY OF SPOKANE  CITY OF SPOKANE                | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 41.00             | -         | \$ 28.70             |
| 1 CON-SW-AIRCAPN2                      | AIR-CAP2602I-A-K9                      | FTX1734J60Z                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 41.00             |           | \$ 28.70             |
| 1 CON-SW-ARP2IBK9                      | AIR-CAP2602I-A-K9                      | FCW2021NL5Q                | CITY OF SPOKANE  CITY OF SPOKANE                | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019<br>01-JAN-2019 | 31-DEC-2019                | \$ 41.00             |           | \$ 28.70             |
| 1 CON-SW-IE34TC                        |  |                            |   | WEST 808 SPOKANE FALLS BLVD                             |                            | 31-DEC-2019                | \$ 70.00             |           | \$ 49.00             |
| 1 CON-SW-IE34TC                        | IE-3000-4TC                            | FOC1732S9EA<br>FOC1734V33Z | CITY OF SPOKANE TRAFFIC CITY OF SPOKANE TRAFFIC | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019<br>01-JAN-2019 | 31-DEC-2019                | \$ 70.00             |           | \$ 49.00             |
| 1 CON-SW-IE34TC                        | IE-3000-4TC                            | FOC1734V346                | CITY OF SPOKANE TRAFFIC                         | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 70.00             |           | \$ 49.00             |
| 1 CON-SW-IE34TC                        | IE-3000-4TC                            | FOC1734V34C                | CITY OF SPOKANE TRAFFIC                         | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 70.00             |           | \$ 49.00             |
| 1 CON-SW-IE34TC                        | IE-3000-4TC                            | FOC1734V34Y                | CITY OF SPOKANE TRAFFIC                         | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 70.00             |           | \$ 49.00             |
| 1 CON-SW-IE34TC                        | IE-3000-4TC                            | FOC1734V37H                | CITY OF SPOKANE TRAFFIC                         | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 70.00             |           | \$ 49.00             |
| 1 CON-SW-C296C8PC                      | WS-C2960C-8PC-L                        | FOC1710Y2E2                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 43.00             |           | \$ 30.10             |
| 1 CON-SW-C296C8PC                      | WS-C2960C-8PC-L                        | FOC1731Y08K                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 43.00             |           | \$ 30.10             |
| 1 CON-SW-WSC604DL                      | WS-C2960X-24PD-L                       | FCW2110B2Z0                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 235.00            |           | \$ 164.50            |
| 1 CON-SW-WSC296XL                      | WS-C2960X-48FPD-L                      | FCW1832A53B                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 410.00            |           | \$ 287.00            |
| 1 CON-SW-WSC296XL                      | WS-C2960X-48FPD-L                      | FCW2121A4AP                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 410.00            |           | \$ 287.00            |
| 1 CON-SW-WSC296XL                      | WS-C2960X-48FPD-L                      | FOC1834S5MP                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 410.00            |           | \$ 287.00            |
| 1 CON-SW-WSC296XL                      | WS-C2960X-48FPD-L                      | FOC2027W0FM                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 410.00            |           | \$ 287.00            |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1842Z6Q0                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            |           | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1843Z052                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            |           | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1843Z056                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            |           | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1843Z057                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            |           | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1843Z05E                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            |           | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1843Z05J                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            |           | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1843Z05N                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            |           | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1843Z06J                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            | \$ 100.00 | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1843Z20J                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            | \$ 100.00 | \$ 70.00             |
| 1 CON-SW-WSC3560C                      | WS-C3560CG-8PC-S                       | FOC1846Y5RY                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 100.00            |           | \$ 70.00             |
| 1 CON-SW-WSC38PCS                      | WS-C3560CX-8PC-S                       | FOC2044Z4S8                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 87.00             |           | \$ 60.90             |
| 1 CON-SW-WS-C384PS                     | WS-C3850-24P-S                         | FCW1838C0EA                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 381.00            | \$ 381.00 | \$ 266.70            |
| 1 CON-SW-WS-C384PS                     | WS-C3850-24P-S                         | FCW1838C0EB                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 381.00            | \$ 381.00 | \$ 266.70            |
| 1 CON-SW-WS-C384PS                     | WS-C3850-24P-S                         | FOC1838X0DG                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 381.00            | \$ 381.00 | \$ 266.70            |
| 1 CON-SW-WS-C384PS                     | WS-C3850-24P-S                         | FOC1838X0E9                | CITY OF SPOKANE WRF SCADA                       | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 381.00            | \$ 381.00 | \$ 266.70            |
| 1 CON-SW-WS-C384PS                     | WS-C3850-24P-S                         | FOC1838X0EM                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 381.00            | \$ 381.00 | \$ 266.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FCW1844C0Q0                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FCW1844C0QC                | CITY OF SPOKANE                                 | WEST 808 SPOKANE FALLS BLVD                             | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1730V1JD                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731U001                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            | \$ 731.00 | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731U00N                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731U00S                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731U042                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731U04B                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731U04T                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731U04U                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731U050                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            |           | \$ 511.70            |
| 1 CON-SW-WSC388FS                      | WS-C3850-48F-S                         | FOC1731V0CB                | CITY OF SPOKANE                                 | 44 W RIVERSIDE AVE                                      | 01-JAN-2019                | 31-DEC-2019                | \$ 731.00            | \$ 731.00 | \$ 511.70            |

#### City of Spokane Smartnet Renewal 2018

#### Coterminous End Date 12/31/2019

|      | Contract 95703278   |                |               |                 |                             |             |             |           |              |              |
|------|---|----------------|---------------|-----------------|-----------------------------|-------------|-------------|-----------|--------------|--------------|
| Quan | SNTC TAC & IOS Updates with no ha<br>Service Product Number | Product Number | Serial Number | Install Site    | Install Address             | Begin Date  | End Date    | Each List | Ext List     | Price        |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731V0CC   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 |              |              |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731V0CL   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731V0QM   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731V0UJ   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X008   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X042   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X04R   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X04X   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X04Z   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X09W   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X0B1   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X0BB   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X0BF   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X0BH   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X0BK   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X0BM   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731X0C4   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731Z06N   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731Z07Y   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731Z0D5   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731Z0J4   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731Z0JS   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731Z1D8   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731Z1DA   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1731Z1HG   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1816X067   | CITY OF SPOKANE | 44 W RIVERSIDE AVE          | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1844U0RB   | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      | 1 CON-SW-WSC388FS   | WS-C3850-48F-S | FOC1844X0QM   | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 731.00 | \$ 731.00    | \$ 511.70    |
|      |   |                |               |                 |                             |             |             | SW Total  | \$ 35,486,93 | \$ 24.840.85 |

| Contract 90175098<br>SNTC 24X7X4 (SNTP) |                   |               |                      |                             |             |             |           |          |              |           |
|---|-------------------|---------------|----------------------|-----------------------------|-------------|-------------|-----------|----------|--------------|-----------|
| Quan Service Product Number             | Product Number    | Serial Number | Install Site         | Install Address             | Begin Date  | End Date    | Each List | Ext List | Pri          | ce        |
| 1 CON-SNTP-AS5ULBK9                     | ASA5505-UL-BUN-K9 | JMX1312Z0HG   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 209    | 00 \$    | 209.00 \$    | 146.30    |
| 1 CON-SNTP-C5596UPB                     | N5K-C5596UP-BUN   | FOX1633G80P   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 3,317  | 00 \$    | 3,317.00 \$  | 2,321.90  |
| 1 CON-SNTP-5596UP                       | N5K-C5596UP-FA    | FOX1633G7GE   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 3,750  | 00 \$    | 3,750.00 \$  | 2,625.00  |
| 1 CON-SNTP-NCSAPL9                      | PRIME-NCS-APL-K9  | KQ4V9WF       | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 2,758  | 00 \$    | 2,758.00 \$  | 1,930.60  |
| 1 CON-SNTP-WSC604DL                     | WS-C2960X-24PD-L  | FCW2038B18U   | CITY OF SPOKANE FIRE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 462    | 00 \$    | 462.00 \$    | 323.40    |
| 1 CON-SNTP-WSC604DL                     | WS-C2960X-24PD-L  | FCW2038B1RV   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 462    | 00 \$    | 462.00 \$    | 323.40    |
| 1 CON-SNTP-WSC16SFX                     | WS-C4500X-16SFP+  | JAE173104F7   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 1,728  | 00 \$    | 1,728.00 \$  | 1,209.60  |
| 1 CON-SNTP-WSC16SFX                     | WS-C4500X-16SFP+  | JAE173104H8   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 1,728  | 00 \$    | 1,728.00 \$  | 1,209.60  |
| 1 CON-SNTP-WSC16SFX                     | WS-C4500X-16SFP+  | JAE204108WD   | CITY OF SPOKANE FIRE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 1,728  | 00 \$    | 1,728.00 \$  | 1,209.60  |
| 1 CON-SNTP-WSC16SFX                     | WS-C4500X-16SFP+  | JAE204108X0   | CITY OF SPOKANE FIRE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 1,728  | 00 \$    | 1,728.00 \$  | 1,209.60  |
| 1 CON-SNTP-WSC16SFX                     | WS-C4500X-16SFP+  | JAE212603W7   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 1,728  | 00 \$    | 1,728.00 \$  | 1,209.60  |
| 1 CON-SNTP-WSC16SFX                     | WS-C4500X-16SFP+  | JAE2126042H   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 1,728  | 00 \$    | 1,728.00 \$  | 1,209.60  |
| 1 CON-SNTP-C45X32SF                     | WS-C4500X-32SFP+  | JAE16450E9O   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 2,880  | 00 \$    | 2,880.00 \$  | 2,016.00  |
| 1 CON-SNTP-C45X32SF                     | WS-C4500X-32SFP+  | JAE164706GM   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 2,880  | 00 \$    | 2,880.00 \$  | 2,016.00  |
| 1 CON-SNTP-C45X32SF                     | WS-C4500X-32SFP+  | JAE17310878   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 2,880  | 00 \$    | 2,880.00 \$  | 2,016.00  |
| 1 CON-SNTP-C45X32SF                     | WS-C4500X-32SFP+  | JAE1731088M   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 2,880  | 00 \$    | 2,880.00 \$  | 2,016.00  |
| 1 CON-SNTP-C45X32SF                     | WS-C4500X-32SFP+  | JAE173108AP   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 2,880  | 00 \$    | 2,880.00 \$  | 2,016.00  |
| 1 CON-SNTP-C45X32SF                     | WS-C4500X-32SFP+  | JAE173108N7   | CITY OF SPOKANE      | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$ 2,880  | 00 \$    | 2,880.00 \$  | 2,016.00  |
|   |                   |               |                      |                             |             |             | SNTP To   | al \$    | 38,606.00 \$ | 27,024.20 |

#### City of Spokane Smartnet Renewal 2018

#### Coterminous End Date 12/31/2019

Please Note: There are devices that will go end of support before the end of this contract period. The End of Support Date is noted in column "H" in Red font.

| Contract 90175100            |                          |               |                 |                             |             |             |         |           |              |       |           |
|------------------------------|--------------------------|---------------|-----------------|-----------------------------|-------------|-------------|---------|-----------|--------------|-------|-----------|
| SWSS UPGRADES Software Suppo | ort plus Upgrades (ECMU) |               |                 |                             |             |             |         |           |              |       |           |
| Quan Service Product Number  | Product Number           | Serial Number | Install Site    | Install Address             | Begin Date  | End Date    | Each Li | st E      | Ext List     | Price |           |
| 25 CON-ECMU-CCX1AQMS         | CCX-11-11UQAQMS1         |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 10-JAN-2019 | 31-DEC-2019 | \$      | 108.26    | \$ 2,706.50  | \$    | 1,894.55  |
| 5 CON-ECMU-CCCR1LIC          | CCX-11-CR-LIC            |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 52.00     | \$ 260.00    | \$    | 182.00    |
| 106 CON-ECMU-CCX11NLC        | CCX-11-N-P-LIC           |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 320.00    | 33,920.00    | \$    | 23,744.00 |
| 25 CON-ECMU-CC11QLMI         | CCX-11-QM-LIC            |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 79.00     | \$ 1,975.00  | \$    | 1,382.50  |
| 1700 CON-ECMU-ER11USR1       | ER11-USR-1               |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 2.00      | 3,400.00     | \$    | 2,380.00  |
| 1 CON-ECMU-VMWSW10           | FS-VMW-10-SW-K9          | 7361J7B4F21   | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 400.00    | \$ 400.00    | \$    | 280.00    |
| 1 CON-ECMU-LICXENHA          | LIC-CUCM-11X-ENH-A       |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | Current     | 31-DEC-2019 | \$      | - 5       | <b>5</b> -   | \$    | -         |
| 1 CON-ECMU-LICXENHA          | LIC-CUCM-11X-ENH-A       |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | Current     | 31-DEC-2019 | \$      | - 5       | \$ -         | \$    | -         |
| 1 CON-ECMU-LICXENHA          | LIC-CUCM-11X-ENH-A       |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | Current     | 31-DEC-2019 | \$      | - 5       | \$ -         | \$    | -         |
| 1 CON-ECMU-LICXENHA          | LIC-CUCM-11X-ENH-A       |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | Current     | 31-DEC-2019 | \$      | - 5       | \$ -         | \$    | -         |
| 1700 CON-ECMU-UWLST1K        | LIC-UWL-STD1K            |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 50.00     | \$ 85,000.00 | \$    | 59,500.00 |
| 3 CON-ECMU-SSLEDB            | L-LIC-UWL-S-SLED-B       |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 50.00     | \$ 150.00    | \$    | 105.00    |
| 1 CON-ECMU-PI2XBASE          | L-PI2X-BASE              |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 19.00     | \$ 19.00     | \$    | 13.30     |
| 1 CON-ECMU-P2XLF1H           | L-PI2X-LF-100-U          |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 1,799.00  | 1,799.00     | \$    | 1,259.30  |
| 1 CON-ECMU-P2XLF50           | L-PI2X-LF-50-U           |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 1,059.00  | \$ 1,059.00  | \$    | 741.30    |
| 1 CON-ECMU-LWPI2X00          | L-W-PI2X-100-U           |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 1,799.00  | 1,799.00     | \$    | 1,259.30  |
| 1 CON-ECMU-IPDEVUWL          | L-PUB-IP-DEV-UWL         |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 15.00     | \$ 15.00     | \$    | 10.50     |
| 3 CON-ECMU-VMWVS5HL          | VMW-VS5-HYP-USEL         |               | CITY OF SPOKANE | WEST 808 SPOKANE FALLS BLVD | 01-JAN-2019 | 31-DEC-2019 | \$      | 90.00     | \$ 270.00    | \$    | 189.00    |
|                              |                          |               |                 |                             |             |             | -       | CMU Total | 132,772.50   | Ś     | 92,940.75 |

Grand Total \$ 198,307.97

## B. Services Quote

Provide below the hourly billing rates for each category of service you provide, reflecting the complete list of all services offered by your Firm.

Service Description/Role Hourly Rate

| Type of Service<br>(Normal hours are<br>7:00AM–6:00PM PST) | In Hours Request Fees (per hour; 2-hour minimum) | Outside Hours Request Fees (per hour; 2-hour minimum) |
|--|--|---|
| Simplex Request (Remote)                                   | \$160.00   | \$240.00  |
| Complex Request (Remote)                                   | \$180.00   | \$270.00  |
| Simplex Request<br>(On-Site)                               | \$180.00   | \$270.00  |
| Complex Request<br>(On-Site)                               | \$200.00   | \$300.00  |

The above service categories and associated rates apply to consulting and engineering services provided by Cerium Networks. Our technology services categories encompass but are not limited to: data networking, data center and storage, wireless, unified communications, network security assessments, staff augmentation.

List/define any additional costs for travel to and/or from the City's site(s) for any of the above staff.

Travel costs are not required for the majority of engagements for the City.

Describe any discounts or bundling that reduces the cost for specific projects.

Each engagement for project will leverage all applicable manufacturer promotions for hardware and/or software. A detailed Statement of Work will be provided detailing project timelines and tasks required so that the City is able to fully leverage internal IT resources and Cerium is able to fully leverage our resources for the successful delivery and completion of the project.





## **CERTIFICATE OF LIABILITY INSURANCE**

**WRICHARD** 

DATE (MM/DD/YYYY) 07/06/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

| t           | SUBROGATION IS WAIVED, subjection is certificate does not confer rights to the confer rights to the confer rights to the confer rights to the confer rights to the confer rights to the confer rights to the confer rights are conferenced in the conference of the conf |             |                        |  | ıch end                   | dorsement(s)                            |   | require an endorseme   | nt. As              | statement on           |  |  |
|-------------|--|-------------|------------------------|--|---------------------------|---|---|--|---------------------|------------------------|--|--|
| l           | DUCER  |             |                        |  | CONTA<br>NAME:<br>PHONE   |   |   | FAX  |                     |                        |  |  |
|             | okane Office<br>vneWest Insurance, Inc.  |             |                        |  | (A/C, N                   | o, Ext): (303) (                        | 338-3501                                  | (A/C, No   | <sub>):</sub> (509) | 838-3511               |  |  |
| 501         | rneWest Insurance, Inc.<br>N. Riverpoint Blvd., Ste 403<br>okane, WA 99202   |             |                        |  | E-MAIL<br>ADDRE           | SS:                                     |   |  |                     |                        |  |  |
| Spo         | okalie, WA 99202   |             |                        |  |                           |   |   | RDING COVERAGE   |                     | NAIC#                  |  |  |
|             |  |             |                        |  | INSUR                     | RA: Atlantic                            | Specialty                                 | Insurance Company  |                     | 27154                  |  |  |
| INS         | JRED   |             |                        |  | INSURER B:                |   |   |  |                     |                        |  |  |
|             | CERIUM NETWORKS, INC.  |             |                        |  | INSURE                    |   |   |  |                     |                        |  |  |
|             | 1636 W 1st Ave<br>Spokane, WA 99201  |             |                        |  | INSUR                     | RD:                                     |   |  |                     |                        |  |  |
|             | oponano, vva obzo i  |             |                        |  | INSUR                     |   |   |  |                     |                        |  |  |
|             |  |             |                        |  | INSURER F:                |   |   |  |                     |                        |  |  |
|             |  |             |                        | E NUMBER:  |                           |   |   | REVISION NUMBER:   |                     |                        |  |  |
| II<br>C     | HIS IS TO CERTIFY THAT THE POLICII NDICATED. NOTWITHSTANDING ANY R SERTIFICATE MAY BE ISSUED OR MAY CXCLUSIONS AND CONDITIONS OF SUCH  | PER<br>POLI | IREM<br>TAIN,<br>CIES. | ENT, TERM OR CONDITIO<br>, THE INSURANCE AFFOR<br>.LIMITS SHOWN MAY HAVE | N OF A                    | ANY CONTRA<br>Y THE POLIC<br>REDUCED BY | CT OR OTHER<br>IES DESCRIB<br>PAID CLAIMS | R DOCUMENT WITH RESF<br>BED HEREIN IS SUBJECT                    | PECT TO             | O WHICH THIS           |  |  |
| INSF<br>LTR |  | INSD        | SUBR                   | POLICY NUMBER  |                           | (MM/DD/YYYY)                            | POLICY EXP<br>(MM/DD/YYYY)                | LIM  | ITS                 | 4 000 000              |  |  |
| Α           | X COMMERCIAL GENERAL LIABILITY   |             |                        |  |                           |   |   | EACH OCCURRENCE  | \$                  | 1,000,000<br>1.000.000 |  |  |
|             | CLAIMS-MADE X OCCUR  |             |                        | 7110144360004  |                           | 05/15/2018                              | 05/15/2019                                | DAMAGE TO RENTED PREMISES (Ea occurrence)                        | \$                  | 1,000,000              |  |  |
|             |  |             |                        |  |                           |   |   | MED EXP (Any one person)   | \$                  | 1,000,000              |  |  |
|             |  |             |                        |  |                           |   |   | PERSONAL & ADV INJURY  | \$                  | 2,000,000              |  |  |
|             | GEN'L AGGREGATE LIMIT APPLIES PER:   |             |                        |  |                           |   |   | GENERAL AGGREGATE  | \$                  | 2.000,000              |  |  |
|             | X POLICY PRO-<br>JECT LOC  |             |                        |  |                           |   |   | PRODUCTS - COMP/OP AGG   |                     | 1.000.000              |  |  |
| Α           | OTHER:   |             |                        |  |                           |   |   | COMBINED SINGLE LIMIT  | \$                  | 1,000,000              |  |  |
| ^           | X ANY AUTO   |             |                        | 7110144360004  |                           | 05/45/2049                              | 05/15/2019                                | (Ea accident)  | \$                  |                        |  |  |
|             | OWNED AUTOS ONLY SCHEDULED AUTOS   |             | 711014430004           |  |                           | 05/15/2016                              | 05/15/2019                                | BODILY INJURY (Per person)                                       | \$                  |                        |  |  |
|             |  |             |                        |  |                           |   |   | BODILY INJURY (Per accident<br>PROPERTY DAMAGE<br>(Per accident) | 1                   |                        |  |  |
|             | HIRED AUTOS ONLY NON-OWNED AUTOS ONLY  |             |                        |  |                           |   |   | (Per accident)   | \$                  |                        |  |  |
| Α           | X UMBRELLA LIAB X OCCUR  |             |                        |  |                           |   |   | EAGU GOOLIDDENGE   | \$                  | 10,000,000             |  |  |
|             | EXCESS LIAB CLAIMS-MADE  |             |                        | 7110144360004  |                           | 05/15/2018                              | 05/15/2019                                | AGGREGATE  | \$                  |                        |  |  |
|             | DED RETENTION \$   |             |                        |  |                           |   |   | AGGREGATE  | \$                  | 10,000,000             |  |  |
| Α           | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY   |             |                        |  |                           |   |   | PER OTH-<br>STATUTE ER   | Ψ                   |                        |  |  |
|             |  |             |                        | 4060436170002  |                           | 12/31/2017                              | 12/31/2018                                | E.L. EACH ACCIDENT   | \$                  | 1,000,000              |  |  |
|             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  | N/A         |                        |  |                           |   |   | E.L. DISEASE - EA EMPLOYE  | +*-                 | 1,000,000              |  |  |
|             | If yes, describe under DESCRIPTION OF OPERATIONS below   |             |                        |  |                           |   |   | E.L. DISEASE - POLICY LIMIT                                      |                     | 1,000,000              |  |  |
|             | BEGORII FION OF OF ENAMIONS BEIOW  |             |                        |  |                           |   |   | E.E. DIOLAGE - I GLIGI LIMIT                                     | Ψ                   |                        |  |  |
|             |  |             |                        |  |                           |   |   |  |                     |                        |  |  |
|             |  |             |                        |  |                           |   |   |  |                     |                        |  |  |
| DES         | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC   | LES (       | ACORI                  | D 101, Additional Remarks Schedu   | ıle, may b                | be attached if mor                      | re space is requi                         | red)   |                     |                        |  |  |
|             |  | - (         |                        | ,  | ·, ·, ·                   |   |   | ,  |                     |                        |  |  |
|             |  |             |                        |  |                           |   |   |  |                     |                        |  |  |
|             |  |             |                        |  |                           |   |   |  |                     |                        |  |  |
|             |  |             |                        |  |                           |   |   |  |                     |                        |  |  |
|             |  |             |                        |  |                           |   |   |  |                     |                        |  |  |
|             |  |             |                        |  |                           |   |   |  |                     |                        |  |  |
| CE          | RTIFICATE HOLDER   |             |                        |  | CAN                       | CELLATION                               |   |  |                     |                        |  |  |
|             |  |             |                        |  |                           |   |   | ESCRIBED POLICIES BE (   |                     |                        |  |  |
|             | City of Spokane<br>808 W. Spokane Falls Blvd   |             |                        |  |                           |   |   | HEREOF, NOTICE WILL<br>CY PROVISIONS.                            | BE D                | ELIVERED IN            |  |  |
|             | Spokane, WA 99201  |             |                        |  | AUTHORIZED REPRESENTATIVE |   |   |  |                     |                        |  |  |

| SPOKANE Agenda Sheet      | for City Council Meeting of: | <b>Date Rec'd</b> | 12/3/2018      |  |  |
|---------------------------|------------------------------|-------------------|----------------|--|--|
| 12/17/2018                |                              | Clerk's File #    | OPR 2018-0799  |  |  |
|                           |                              | Renews #          |                |  |  |
| Submitting Dept           | INNOVATION & TECHNOLOGY      | Cross Ref #       |                |  |  |
| <b>Contact Name/Phone</b> | MICHAEL 625-6468             | Project #         |                |  |  |
| Contact E-Mail            | MSLOON@SPOKANECITY.ORG       | Bid #             |                |  |  |
| Agenda Item Type          | Contract Item                | Requisition #     | TBD 2019 FUNDS |  |  |
| Agenda Item Name          | VENTS                        |                   |                |  |  |

## **Agenda Wording**

Contract with Nuvodia, LLC. for Business Analysis Professional Services for the Parking System replacement system RFP/Implementation and Special Events process re-engineering. Contract cost is \$162,147.20 inc. tax. Term is Jan. 1, 2019-Dec. 31, 2019.

## **Summary (Background)**

Parking System Replacement RFP & Implementation - For the PMO to provide the Business Analysis and Continuous Improvement skill and tool sets required to replace the City's current parking issuance system and improve parking processes and integration with ancillary systems. Development Services Center - Continue work to improve the Special Event process, tools, and reporting for the customers of the process (public) and the City Employees managing the process.

| Fiscal Impa          | act Gran     | t related?     | NO        | <b>Budget Account</b>                        |                    |  |  |  |  |
|----------------------|--------------|----------------|-----------|--|--------------------|--|--|--|--|
|                      | Publi        | c Works?       | NO        |  |                    |  |  |  |  |
| Expense \$           | 81,073.60 ir | nc tax         |           | # TBD 2019 PMO FUNDS                         |                    |  |  |  |  |
| Expense \$           | 81,073.60 ir | nc tax         |           | # TBD 2019 NBS FUNDS                         |                    |  |  |  |  |
| Select \$            |              |                |           | #  |                    |  |  |  |  |
| Select \$            |              |                |           | #  |                    |  |  |  |  |
| Approvals            |              |                |           | Council Notifications                        |                    |  |  |  |  |
| Dept Head            |              | SLOON, MICHAEL |           | Study Session                                | Urban Dev 12/10/18 |  |  |  |  |
| <b>Division Dire</b> | ctor         | FINCH, E       | RIC       | <u>Other</u>                                 |                    |  |  |  |  |
| <u>Finance</u>       |              | BUSTOS         | , KIM     | <b>Distribution List</b>                     | ıtion List         |  |  |  |  |
| <u>Legal</u>         |              | ODLE, N        | IARI      | Accounting - ywang@spokanecity.org           |                    |  |  |  |  |
| For the Mayo         | <u>r</u>     | ORMSBY         | , MICHAEL | Contract Accounting - mdoval@spokanecity.org |                    |  |  |  |  |
| <b>Additional</b>    | Approval     | S              |           | Legal - modle@spokaned                       | city.org           |  |  |  |  |
| <u>Purchasing</u>    |              |                |           | Purchasing - cwahl@spokanecity.org           |                    |  |  |  |  |
|                      |              |                |           | IT - itadmin@spokanecity.org                 |                    |  |  |  |  |
|                      |              |                |           | Tax & Licenses                               |                    |  |  |  |  |
|                      |              |                |           | Nuvodia - cpatrick@nuvodia.com               |                    |  |  |  |  |



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

## **Agenda Wording**

The scope of services includes development of a new policy document and new development standards through a public participation process.

## **Summary (Background)**

Prior to the adoption of the current Downtown Plan, 2008 Fast Forward Spokane, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum which predated the modern Spokane Arena, all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

| Fiscal Impact               | Budget Account |  |  |  |  |  |  |
|-----------------------------|----------------|--|--|--|--|--|--|
| Select \$                   | #              |  |  |  |  |  |  |
| Select \$                   | #              |  |  |  |  |  |  |
| Distribution List           |                |  |  |  |  |  |  |
| nzollinger@spokanecity.org  |                |  |  |  |  |  |  |
| cbrazington@spokanecity.org |                |  |  |  |  |  |  |
|                             |                |  |  |  |  |  |  |
|                             |                |  |  |  |  |  |  |

## **Briefing Paper**

## **Urban Development Committee**

| Division & Department:   | Neighborhood & Business Services (Project Management Office)   |
|--|--|
| Subject:   | Parking System replacement system RFP/Implementation and Special Events process re-engineering Business Analysis Professional Services – Nuvodia, Inc. Spokane, WA.  |
| Date:  |  |
| Author (email & phone):  | Kris Becker (kbecker@spokanecity.org) 625-6392 Dusty Fredrickson (dfredrickson@spokanecity.org) 625-6482   |
| City Council Sponsor:  |  |
| <b>Executive Sponsor:</b>  | Dawn Kinder  |
| Committee(s) Impacted:   | Urban Development Committee  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan) | Project Management Office (On Behalf of DSC) Authorization for Business Analysis Professional Services to support:  • Parking system RFP and vendor selection • Parking system implementation  Development Services Center Authorization for Business Analysis Professional Services to support: • Special Events process, tool, and reporting re-engineering  |
| Strategic Initiative:  | Urban Experience and Sustainable Resources   |
| Deadline:  | December 31, 2018  |
| Outcome: (deliverables, delivery duties, milestones to meet)   | Parking System Replacement RFP & Implementation  For the PMO to provide the Business Analysis and Continuous Improvement skill and tool sets required to replace the City's current parking issuance system and improve parking processes and integration with ancillary systems.  Development Services Center Continue work to improve the Special Event process, tools, and reporting for the customers of the process (public) and the City Employees managing the process. |
| Background/History:  | •  |

## Background/History:

## Parking System Replacement RFP & Implementation: Q1 2019 to mid-2020

From issuance of a parking citation to its resolution by payment or adjudication, the Parking system as a whole involves 15 disparate systems.

Shortcomings of these systems, and lack of integration between them, result in an unpleasant public experience and inefficient Parking Enforcement, Municipal Court, and Accounting operations at an estimated cost of more than \$400,000 in lost parking revenue per year for the City.

The Business Analyst role will fill a vital need for the support of DSC by the PMO in addressing these current-state challenges by:

- Mapping current state parking processes and systems
- Defining system and process requirements

- Developing an RFP to identify the optimal future-state system solution
- Participating as a core team member to implement the replacement solution
- Re-engineering Parking Enforcement, Municipal Court, and City Accounting processes

Without funding for this position, this work cannot begin and will be delayed by 9 to 12 months.

## Special Events Process Improvement: Q1 2019 to end-Q3 2019

The City of Spokane is committed to supporting community enhancing special events by providing a transparent and collaborative permitting process for our citizens and customers. The current application process is paper based and can require review by more than 10 different departments. Applicants may be required to pull multiple permits for the same event. Customer feedback has shown that the process is confusing, expensive, and inefficient. Staff have expressed similar concerns and a desire to create a streamlined and transparent process.

This project began early this year and the process mapping for the current state has been completed. Staff have identified process improvements to achieve the desired future state. The business analyst is needed to define the system and process requirements and facilitate the implementation of the process improvements. The process changes will impact many departments across the City and the business analyst will provide documentation of the changes to insure a consistent application across all departments.

| Executive Summary:  |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|
| <ul> <li>*Business Analysis Professional Services: \$162,147.20 (\$149,400.00 plus applicable taxes of</li> </ul> |  |  |  |  |  |  |  |  |  |
| \$13,147.20).   |  |  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |  |
| *50/50 cost split between NBS and PMO   |  |  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |  |
| Budget Impact:  |  |  |  |  |  |  |  |  |  |
| Approved in current year budget? Yes No   |  |  |  |  |  |  |  |  |  |
| Annual/Reoccurring expenditure? Types Types No  |  |  |  |  |  |  |  |  |  |
| If new, specify funding source:   |  |  |  |  |  |  |  |  |  |
| Other budget impacts:   |  |  |  |  |  |  |  |  |  |
| Operations Impact:  |  |  |  |  |  |  |  |  |  |
| Consistent with current operations/policy?  |  |  |  |  |  |  |  |  |  |
| Requires change in current operations/policy?   |  |  |  |  |  |  |  |  |  |
| Specify changes required:   |  |  |  |  |  |  |  |  |  |
| Known challenges/harriers:  |  |  |  |  |  |  |  |  |  |



580-1

NUVODIA, LLC 801 S STEVENS ST SPOKANE WA 99204-2654

DETACH BEFORE POSTING



## **BUSINESS LICENSE**

Limited Liability Company

NUVODIA, LLC 850 E SPOKANE FALLS BLVD STE 124 SPOKANE, WA 99202-2167

UNEMPLOYMENT INSURANCE - ACTIVE MINOR WORK PERMIT - ACTIVE

Unified Business ID #: 602533334 Business ID #: 001 Location: 0003

Expires: Jul 31, 2019

INDUSTRIAL INSURANCE - ACTIVE TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T12112916BUS (EXPIRES 8/31/2019) - ACTIVE

DUTIES OF MINORS: BASIC IT HELP DESK SERVICES

## LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602533334 001 0003

NUVODIA, LLC 850 E SPOKANE FALLS BLVD STE 124 SPOKANE, WA 99202-2167 UNEMPLOYMENT INSURANCE -ACTIVE INDUSTRIAL INSURANCE - ACTIVE MINOR WORK PERMIT - ACTIVE TAX REGISTRATION - ACTIVE SPOKANE GENERAL BUSINESS #T12112916BUS (EXPIRES 8/31/2019) - ACTIVE Expires: Jul 31, 2019



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2018

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

| If          | MPORTANT: If the certificate holder<br>SUBROGATION IS WAIVED, subjecting certificate does not confer rights to                                  | t to        | the               | terms and conditions of                     | the policy, certain   | policies may               |   |                              |                          |               |  |
|-------------|---|-------------|-------------------|---|---|----------------------------|---|------------------------------|--------------------------|---------------|--|
|             | DUCER   | , 1110      | 0010              | andate notati in nea or sa                  | CONTACT Ruth Te   |                            |   |                              |                          |               |  |
|             | International Northwest LLC   |             |                   |   |   |                            | FA                                      | X                            |                          |               |  |
|             | West Riverside Avenue, Suite 510  |             |                   |   | PHONE (A/C, No, Ext): (509) 319-2911 FAX (A/C, No):  E-MAILESS. Ruth.Tegtmeier@hubinternational.com |                            |   |                              |                          |               |  |
| Spo         | okane, WA 99201   |             |                   |   | ADDITEGO.   |                            |   | JOIN                         |                          |               |  |
|             |   |             |                   |   | INSURER(S) AFFORDING COVERAGE INSURER A : Hanover American Insurance                                |                            |   |                              |                          | NAIC#         |  |
| INC         | IDED  |             |                   |   |   |                            |   | o Comp                       |                          |               |  |
| INSU        | JRED  |             |                   |   | INSURER B : Allmeric  | any                        | 22292                                   |                              |                          |               |  |
|             | Nuvodia, LLC<br>850 E. Spokane Falls Blvd, S  | to 1        | 24                |   |   |                            |   |                              |                          |               |  |
|             | Spokane, WA 99202   | LC I        |                   |   | INSURER D:  |                            |   |                              |                          |               |  |
|             |   |             |                   |   | INSURER E :   |                            |   |                              |                          |               |  |
|             | VED 1050  | -1-1        |                   |   | INSURER F:  |                            | DELMOION NUMBER                         |                              |                          |               |  |
| TO TO HOS   |   | CONT. CV    | All of the second | E NUMBER:                                   | IAN #E DEEN IOOUED  | TO THE INOLU               | REVISION NUMB                           | And the second second second |                          | IOV PEDIOD    |  |
| IN<br>C     | HIS IS TO CERTIFY THAT THE POLICIE<br>IDICATED. NOTWITHSTANDING ANY RI<br>ERTIFICATE MAY BE ISSUED OR MAY<br>XCLUSIONS AND CONDITIONS OF SUCH I | EQUI<br>PER | REM<br>TAIN,      | ENT, TERM OR CONDITION THE INSURANCE AFFORD | N OF ANY CONTRA   | CT OR OTHER                | R DOCUMENT WITH I<br>SED HEREIN IS SUB. | RESPECT                      | OT T                     | WHICH THIS    |  |
| INSR<br>LTR | TYPE OF INSURANCE   | ADDL        | SUBR              | POLICY NUMBER                               | POLICY EFF  | POLICY EXP<br>(MM/DD/YYYY) |   | LIMITS                       |                          |               |  |
| A           | X COMMERCIAL GENERAL LIABILITY  |             | ****              |   | (minicouri III)   | (AIIII/DD/11111)           | EACH OCCURRENCE                         | s                            |                          | 1,000,000     |  |
|             | CLAIMS-MADE X OCCUR   | х           |                   | ZZ2-D589858-01                              | 09/01/2018  | 09/01/2019                 | DAMAGE TO RENTED PREMISES (Ea occurrer  |                              |                          | 1,000,000     |  |
|             |   | ^           |                   |   |   |                            | MED EXP (Any one pers                   |                              |                          | 10,000        |  |
|             |   |             |                   |   |   |                            | PERSONAL & ADV INJU                     |                              |                          | 1,000,000     |  |
|             | GEN'L AGGREGATE LIMIT APPLIES PER:  |             |                   |   |   |                            | GENERAL AGGREGATI                       |                              |                          | 2,000,000     |  |
|             | X POLICY PRO-   |             |                   |   |   |                            | PRODUCTS - COMP/OF                      |                              |                          | 2,000,000     |  |
|             | OTHER:  |             |                   |   |   | C BAT                      | T NODGOTG - COMIT TO                    | S                            |                          |               |  |
| В           | AUTOMOBILE LIABILITY  |             |                   |   |   |                            | COMBINED SINGLE LIN<br>(Ea accident)    |                              |                          | 1,000,000     |  |
|             | X ANY AUTO  |             | AW                | AW2-D589870-01                              | 09/01/2018  | 09/01/2019                 | BODILY INJURY (Per pe                   |                              |                          |               |  |
|             | OWNED SCHEDULED AUTOS ONLY  |             |                   |   | 202-201-202   |                            | BODILY INJURY (Per ad                   |                              |                          |               |  |
|             | X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY   |             |                   | -   |   |                            | PROPERTY DAMAGE<br>(Per accident)       | \$                           |                          |               |  |
|             | ACTOS CINET   |             |                   |   |   |                            | (i or doordorn)                         | s                            |                          |               |  |
| С           | X UMBRELLA LIAB X OCCUR   |             |                   |   |   | EACH OCCURRENCE            |   |                              | 5,000,000                |               |  |
|             | EXCESS LIAB CLAIMS-MADE   |             |                   | UMB - UH2-D589859-01                        | 09/01/2018  | 09/01/2019                 |   |                              |                          | 5,000,000     |  |
|             | DED X RETENTION\$ 0   |             |                   |   |   |                            | HOGHEOME                                |                              |                          |               |  |
|             | WORKERS COMPENSATION  |             |                   |   |   |                            | PER<br>STATUTE                          | OTH-<br>ER                   |                          |               |  |
|             | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE   |             |                   |   |   |                            | E.L. EACH ACCIDENT                      |                              |                          |               |  |
|             | OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  | N/A         |                   |   |   |                            | E.L. DISEASE - EA EMP                   |                              | \$ 5,000,000<br>\$<br>\$ |               |  |
|             | If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |             |                   |   |   |                            | E.L. DISEASE - POLICY                   |                              |                          |               |  |
|             | Description of the Electricity Science  |             |                   |   |   |                            | E.E. DIOENIOE TOLIOT                    | Z.IIIII V                    |                          |               |  |
|             |   |             |                   |   |   |                            |   |                              |                          |               |  |
|             |   |             |                   |   |   |                            |   |                              |                          |               |  |
| DES         | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL   | ES (A       | ACORI             | 101. Additional Remarks Schedul             | e. may be attached if mor   | re space is requi          | red)                                    |                              |                          |               |  |
| RE:         | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL<br>CONSULTANT AGREEMENT - PROJECT   | MÀ          | NAG               | EMENT CONTRACTOR                            | •   |                            | •                                       |                              |                          |               |  |
| City        | of Spokane, its agents, officers and emp  | ploye       | ees a             | re included as Additional I                 | nsureds under Gene  | eral & Auto Li             | ability, as required                    | by writte                    | n co                     | ntract and as |  |
| gran        | ited by the policy, with respects operation   | ons o       | of the            | Named Insured. 60 day no                    |   |                            |   |                              |                          |               |  |
| cano        | cellation under Auto Liability, 10 days fo  | r no        | n-pay             | ment of premium.                            |   |                            |   |                              |                          |               |  |
|             |   |             |                   |   |   |                            |   |                              |                          |               |  |
|             |   |             |                   |   |   |                            |   |                              |                          |               |  |
| CE          | RTIFICATE HOLDER  |             | Some h            |   | CANCELLATION  |                            |   |                              |                          |               |  |
|             |   |             |                   |   |   |                            |   |                              |                          |               |  |
|             |   |             |                   |   |   |                            | ESCRIBED POLICIES                       |                              |                          |               |  |
|             | City of Spokane - Information   | ı Te        | chno              | logy Dept.                                  | ACCORDANCE WI   |                            | IEREOF, NOTICE V<br>CY PROVISIONS.      | WILL BE                      | DE                       | LIVERED IN    |  |

2nd Floor - City Hall 808 West Spokane Falls Blvd.

Spokane, WA 99201

AUTHORIZED REPRESENTATIVE

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

| Committee of Corp. Corp.  |  |
|---|--|
| Additional Insured by Contract, Agreement or Permit                                 | Included   |
| Additional Insured – Primary and Non-Contributory                                   | Included   |
| Blanket Waiver of Subrogation   | Included   |
| Bodily Injury Redefined   | Included   |
| Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators | Included   |
| Knowledge of Occurrence   | Included   |
| Liberalization Clause   | Included   |
| Medical Payments – Extended Reporting Period  | Included   |
| Newly Acquired or Formed Organizations - Covered until end of policy period         | Included   |
| Non-owned Watercraft  | 51 ft.   |
| Supplementary Payments Increased Limits   |  |
| - Bail Bonds  | \$2,500  |
| - Loss of Earnings  | \$1000   |
| Unintentional Failure to Disclose Hazards   | Included   |
| Unintentional Failure to Notify   | Included   |
|   | Additional Insured – Primary and Non-Contributory  Blanket Waiver of Subrogation  Bodily Injury Redefined  Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators  Knowledge of Occurrence  Liberalization Clause  Medical Payments – Extended Reporting Period  Newly Acquired or Formed Organizations - Covered until end of policy period  Non-owned Watercraft  Supplementary Payments Increased Limits  - Bail Bonds  - Loss of Earnings |

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

## 1. Additional Insured by Contract, Agreement or Permit

The following is added to SECTION II – WHO IS AN INSURED:

## Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy;
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
  - (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
  - (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- Required by the contract, agreement or permit described in Paragraph a.; or
- Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additional Insured – Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under SECTION II – WHO IS AN INSURED, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

### b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

## 3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

## 4. Bodily Injury Redefined

**SECTION V – DEFINITIONS**, Definition **3.** "bodily injury" is replaced by the following:

- "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- Broad Form Property Damage Borrowed Equipment, Customers Goods, Use of Elevators
  - a. SECTION I COVERAGES, COVERAGE A BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V DEFINTIONS:
  - 24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

## 6. Knowledge of Occurrence

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

#### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

- 8. Medical Payments Extended Reporting Period
  - a. SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Paragraph 1.
     Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
    - (b) The expenses are incurred and reported to us within three years of the date of the accident: and
  - b. This coverage does not apply if COVERAGE C – MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.
- Newly Acquired Or Formed Organizations
   SECTION II WHO IS AN INSURED, Paragraph
   a. is replaced by the following:
  - a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

- g. Aircraft, Auto Or Watercraft
  - (2) A watercraft you do not own that is:
    - (a) Less than 51 feet long; and
    - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

- 11. Supplementary Payments Increased Limits SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:
  - 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - 1.d.All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.
- 12. Unintentional Failure to Disclose Hazards

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

### 13. Unintentional Failure to Notify

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

| SPOKANE Agenda Sheet      | Date Rec'd                                       | 12/4/2018     |         |
|---------------------------|--|---------------|---------|
| 12/17/2018                | Clerk's File #                                   | OPR 2018-0800 |         |
|                           |  | Renews #      |         |
| Submitting Dept           | ting Dept INNOVATION & TECHNOLOGY                |               |         |
| <b>Contact Name/Phone</b> | MICHAEL 625-6468                                 | Project #     |         |
| Contact E-Mail            | MSLOON@SPOKANECITY.ORG                           | Bid #         |         |
| Agenda Item Type          | Contract Item                                    | Requisition # | CR19925 |
| Agenda Item Name          | 5300-SMARSH SOFTWARE PURCHASE AND IMPLEMENTATION |               |         |

## **Agenda Wording**

Authorization to Purchase & Implement SMARSH Software from Software House International using Master Agreement No. ADSPO16-130651, WA State Master Contract No. 06016, for previously negotiated pricing. Contract amount is \$62,801.02, incl. tax.

## **Summary (Background)**

The City of Spokane needs the ability to collect, archive, and search all text activity on city-owned smartphones in order to comply with WA State RCWs requiring data/record retention and the ability to provide such data/records for Public Information Requests. Contract term December 20, 2018, through December 19, 2019.

| Fiscal Impact Grant related? NO |                               | <b>Budget Account</b>     | <u>t</u>              |                          |                 |
|---------------------------------|-------------------------------|---------------------------|-----------------------|--------------------------|-----------------|
|                                 |                               | Public Works?             | NO                    |                          |                 |
| Expense \$ 62,801.02, incl. tax |                               | <b>#</b> 5300-73600-18880 | )-53104               |                          |                 |
| Select                          | \$                            |                           |                       | #                        |                 |
| Select                          | \$                            |                           |                       | #                        |                 |
| Select                          | \$                            |                           |                       | #                        |                 |
| Approva                         | als_                          |                           |                       | Council Notifica         | tions           |
| Dept Hea                        | ı <u>d</u>                    | SLOON,                    | MICHAEL               | Study Session            | 12/10/18 Urban  |
| <b>Division</b>                 | Director                      | FINCH, E                  | RIC                   | <u>Other</u>             |                 |
| <u>Finance</u>                  |                               | BUSTOS                    | , KIM                 | Distribution List        |                 |
| <u>Legal</u>                    |                               | ODLE, N                   | 1ARI                  | Accounting - ywang@      | spokanecity.org |
| For the M                       | For the Mayor ORMSBY, MICHAEL |                           | Contract Accounting - | - mdoval@spokanecity.org |                 |
| Addition                        | nal App                       | rovals                    |                       | Legal - modle@spoka      | necity.org      |
| Purchasing                      |                               | Purchasing - cwahl@s      | spokanecity.org       |                          |                 |
|                                 |                               |                           |                       | IT - itadmin@spokane     | ecity.org       |
|                                 |                               |                           |                       | Tax & Licenses           |                 |
|                                 |                               |                           |                       | Ben_Callahan@SHI.co      | om              |



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

## **Agenda Wording**

The scope of services includes development of a new policy document and new development standards through a public participation process.

## **Summary (Background)**

Prior to the adoption of the current Downtown Plan, 2008 Fast Forward Spokane, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum which predated the modern Spokane Arena, all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

| Fiscal Impact               | Budget Account |  |
|-----------------------------|----------------|--|
| Select \$                   | #              |  |
| Select \$                   | #              |  |
| Distribution List           |                |  |
| nzollinger@spokanecity.org  |                |  |
| cbrazington@spokanecity.org |                |  |
|                             |                |  |
|                             |                |  |

# Briefing Paper Urban Development Committee

| Division & Department:   | vision & Department: Innovation and Technology Services Division   |  |  |
|--|--|--|--|
| Subject:   | SMARSH Software Purchase and Implementation from Software  |  |  |
|  | House International  |  |  |
| Date:  |  |  |  |
| Author (email & phone):  | Michael Sloon, msloon@spokanecity.org, 625-6468  |  |  |
| City Council Sponsor:  |  |  |  |
| <b>Executive Sponsor:</b>  | Eric Finch and Michael Sloon   |  |  |
| Committee(s) Impacted:   | Urban Development Committee  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative  |  |  |
| Alignment: (link agenda item   | ITSD – Approval to contract services for archiving text messages   |  |  |
| to guiding document – i.e.,  | created and received on city owned smartphones.  |  |  |
| Master Plan, Budget , Comp<br>Plan, Policy, Charter, Strategic         |  |  |  |
| Plan)  |  |  |  |
| Strategic Initiative:  | Innovative Infrastructure and Sustainable Resources  |  |  |
| Deadline:  | November 30, 2018  |  |  |
| Outcome: (deliverables,  | Smarsh SaaS (Software as a Solution) service will provide  |  |  |
| delivery duties, milestones to   | comprehensive archiving and e-discovery solutions. City  |  |  |
| meet)  | smartphones will be setup to archive text messages beginning   |  |  |
| Dealization The City   | December 20, 2018.   |  |  |
|  | of Spokane needs the ability to collect, archive, and search all text ones in order to comply with WA State RCWs requiring data/record |  |  |
|  | vide such data/records for Public Information Requests.  |  |  |
|  |  |  |  |
|  |  |  |  |
| Executive Summary:   |  |  |  |
| <ul> <li>Requesting \$62,801.02</li> </ul>                             | (\$57,721.53 + \$5,079.49 sales tax) for the initiation of this contract.  |  |  |
|  |  |  |  |
|  | ational utilized Master Agreement No. ADSPO16-130651, Washington   |  |  |
| State Master Contract  | No. 06016 for previously negotiated pricing for this purchase.   |  |  |
|  | -+ # F200 72C00 10000 F2104  |  |  |
| <ul> <li>Utilizing budget account # 5300-73600-18880-53104</li> </ul>  |  |  |  |
|  |  |  |  |
| Budget Impact:   |  |  |  |
| Approved in current year budget? Yes No                                |  |  |  |
| Annual/Reoccurring expenditure? Yes No If new, specify funding source: |  |  |  |
| Other budget impacts: (revenue generating, match requirements, etc.)   |  |  |  |
| Operations Impact:  —  |  |  |  |
| Consistent with current operations/policy?                             |  |  |  |
| Requires change in current operations/policy?                          |  |  |  |
| Specify changes required:  |  |  |  |
| Known challenges/barriers:   |  |  |  |

| City Clerk's No.  |  |
|-------------------|--|
| OILV CICIN 3 INC. |  |



## City of Spokane

## CONTRACT

# Title: SMARSH SAAS COMPREHENSIVE ARCHIVING AND E-DISCOVERY SOLUTIONS

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SHI INTERNATIONAL**, **CORP**., whose address is 290 Davidson Avenue, Somerset, New Jersey 08873, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The Company shall provide **Smarsh SaaS** (**Software as a Solution**) **service which provides comprehensive archiving and e-discovery solutions**, in accordance with NASPO ValuePoint Software VAR, Contract #: ADSPO16-130651, Subcontract #: 06016; and the Company's Pricing Proposal which is attached as Exhibit B.
- 2. <u>CONTRACT TERM</u>. The Contract shall begin December 20, 2018 and run through December 19, 2019, unless terminated sooner.
- 3. <u>COMPENSATION</u>. The City shall pay the Company a maximum amount not to exceed **SIXTY TWO THOUSAND EIGHT HUNDRED ONE AND 02/100 DOLLARS (\$62,801.02)**, including tax for everything furnished and done under this Contract.
- 4. <u>PAYMENT</u>. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
- 5. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 6. <u>ASSIGNMENTS</u>. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
- 7. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.
- 8. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest

in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

- 9. <u>TERMINATION</u>. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.
- 10. <u>INSURANCE</u>. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. <u>INDEMNIFICATION</u>. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense,

the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### 12. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

- 13. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 14. <u>STANDARD OF PERFORMANCE</u>. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.
- 15. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.
- 16. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 17. <u>AUDIT / RECORDS</u>. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and

Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

| SHI INTERNATIONAL, CORP.   | CITY OF SPOKANE         |  |  |
|--|-------------------------|--|--|
| By<br>Signature Date   | By<br>Signature Date    |  |  |
| Type or Print Name   | Type or Print Name      |  |  |
| Title  | Title                   |  |  |
| Attest:  | Approved as to form:    |  |  |
| City Clerk   | Assistant City Attorney |  |  |
| Attachments that are part of this Agreement:                                 |                         |  |  |
| Exhibit A – Certificate Regarding Debarment Exhibit B – SHI Pricing Proposal |                         |  |  |

18-224

# EXHIBIT A CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INCLIGIBILITY AND VOLUNTARY EXCLUSION

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

#### **EXHIBIT B**



**Pricing Proposal** 

Quotation #: 16240274 Created On: 11/8/2018 Valid Until: 12/21/2018

# **CITY OF SPOKANE**

# **Inside Account Manager**

#### **Michael Sloon**

808 W. SPOKANE FALLS BLVD

ATTN: AP

SPOKANE, WA 99201

**United States** 

Phone: (509) 850-1122

Fax:

Email: msloon@spokanecity.org

# Nicole Podraza

290 Davidson Ave Somerset, NJ 08873 Phone: 732-652-6427

Fax:

Email: Nicole\_Podraza@shi.com

| Product  | Qty | Your Price | Total       |
|--|-----|------------|-------------|
| Setup Fee - Professional Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016  | 1   | \$2,193.01 | \$2,193.01  |
| Archiving Platform - Data Retention Policy - Annual Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016             | 1   | \$0.00     | \$0.00      |
| Archiving Platform Content Usage - AT&T Mobile Messaging Annual Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 | 50  | \$74.61    | \$3,730.50  |
| Archiving Platform Core Platform - Professional Package Annual Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016  | 1   | \$1,585.49 | \$1,585.49  |
| Archiving Platform Content Usage - Verizon Annual Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016               | 673 | \$74.61    | \$50,212.53 |
|  | _   | Subtotal   | \$57,721.53 |

Subtotal \$57,721.53 \*Tax \$5,079.49

Total \$62,801.02

<sup>\*</sup>Tax is estimated. Invoice will include the full and final tax due.

#### **Additional Comments**

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the <u>SHI Online Customer Resale Terms and Conditions</u>, unless a separate resale agreement exists between SHI and the Customer.

# Smarsh. SECURITY PACKET



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# **SOLUTION BRIEF**

# Archiving Platform PLATFORM SECURITY



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Summary

# Overview

Our clients rely on The Archiving Platform to store and manage millions of communications every day. The protection of client data is our highest priority and so, therefore, is ensuring the security of our cloud application.

The Smarsh security framework is based on the NIST 800-53 security standards and maps to the ISO 27001 controls sets. These control sets include: Policies and Procedures, Cloud and Network Infrastructure Security, Secure Configuration, Data Encryption, Performance and Security Monitoring, Identity and Management Controls, External Validation/Third-Party Security, Business Resiliency, Vulnerability and Penetration Testing as well as Training and Incident Response.

Trust in our geographically separated, redundant datacenters to safeguard your data. These facilities include industry-leading practices to meet the needs of security-sensitive organizations.

The purpose of this solution brief is to answer commonly asked questions about the Smarsh security program and the measures we implement to protect of our clients' data.

# People Security

# What background checks does Smarsh conduct on its employees?

We conduct the following background checks on all of our employees and contractors:

- Criminal Checks across countries, counties and states
- Nationwide Sex Offender Registry Check
- OIG and OFAC checks

## How often does Smarsh train its employees on general security practices?

Every new employee undergoes new hire orientation that includes initial security training. All employees complete annual security awareness training and, in addition, certain employees undergo role-based security training.

We also believe that ongoing security reminders create a culture of security and data protection awareness and strengthen our overall security program. The Smarsh Info Sec group sends out monthly newsletters, which include security updates in a bi-weekly technology newsletter. The group also provides ongoing messages to employees via internal messaging boards.

# Is there special training for personnel with elevated privileges?

Yes. Employees with administrative and/or elevated privileges undergo specialized, role-based training annually to ensure they receive the security training that is relevant to their job performance and tasks.

# Does Smarsh provide employees with a mechanism to report compliance violations?

Yes. Smarsh employees have access to an anonymous, dedicated hotline to report compliance or ethics violations, including those related to information security.

# **Product Security**

# How does Smarsh address product level security in delivering The Archiving Platform?

Smarsh leverages an approach of security by design, which includes amongst others the following components:

- Software development lifecycle (SDLC), which follows security best practices defined by NIST and the OWASP Software Assurance Maturity Model
- Automated code scans; both static and dynamic code scanning
- Internal security reviews before products are launched
- Regular penetration tests, carried out by third-party contractors
- Continuously running internal and external security tests
- Regularly conducted threat models

# Does Smarsh have a formal change management process?

Yes. In the development and delivery of our products, Smarsh enforces a formal change management process, which includes tracking and approving all product changes. A change is internally reviewed before being moved into a staging environment where it is further tested before being finalized.

# What safeguards does Smarsh put in place around securing access?

Smarsh leverages role-based access controls to provide authentication and access to our clients' data. Additionally, we apply the principle of least privilege to our archiving platform, ensuring access only where required. We leverage authentication technologies to ensure secure authentication for both client and internal use.

# Data Center Security

#### Where does Smarsh maintain its infrastructure?

Smarsh uses geographically separated datacenters for its infrastructure, providing resilience in case of a business interrupting event. for one of the most secure and resilient architectures globally available. We also have the ability to deploy in Amazon GovCloud with additional restricted access.

# What protections are in place to protect Smarsh's physical infrastructure?

Smarsh uses the AICPA trust principles for security, which include controls covering its infrastructure (facilities, equipment, and networks). We are independently audited on these principles to ensure a strong operating record of physical security.

# Who has access to Smarsh's physical infrastructure?

Only Smarsh authorized personnel have access to the physical infrastructure that supports the Archiving Platform application.

# What additional protections does Smarsh provide?

In addition to physical security, Smarsh uses security best practices around network security, configuration management security checks, account security, and change management in order to provide scalability, security and resilience.

# Secure Configuration

# What frameworks does Smarsh use for baseline configuration?

Smarsh uses the Center for Internet Security (CIS) benchmarks for its secure baseline configurations.

# How does Smarsh maintain the integrity of its configuration?

Our secure configuration management tools alert us about changes to our baseline configurations to ensure consistency in our builds. Any anomalous behavior elicits an alert to, and review by, our support teams.

# Data Encryption

# How does Smarsh protect data in transit?

Smarsh uses industry best practices for protecting client data in transit over public networks. Encryption methods include SSL, TLS and VPN.

# How does Smarsh protect data at rest?

Smarsh protects data at rest using AES 256-bit encryption. Message files are stored as encrypted objects and/or using an application-level encryption per client request.

# Performance & Security Monitoring

# How does Smarsh monitor its product availability?

Smarsh uses industry standard technology and tools to monitor the application for uptime and alert on any warning conditions that need to be reviewed. Application availability is highly transparent to clients, including a system status page on Smarsh Central, our online support community.

#### What protections does Smarsh use to protect its network perimeter?

Smarsh knows that security begins at the perimeter, and a sound network security perimeter requires multiple layers of defense. We utilize industry standard firewalls as well as IDS/IPS technology as perimeter defense mechanisms. We also use malware detection. We ensure hardened device configurations and require secure network access via VPN. Specific to publicly available systems, Smarsh requires those services to live within a DMZ.

# **Identity & Access Controls**

# How does Smarsh authenticate its users?

There are two types of users for Smarsh products.

- 1) Our clients are users of our application. Upon contract signature, the client identifies the principal administrator for authorizations. Only this user can authorize additional users with access to the Client application environment.
- 2) Smarsh personnel use The Archiving Platform application to provide support and maintenance to clients. Smarsh employees are granted access based on controlled roles and permission quidelines.

# External Validation/Third party security

# What process does Smarsh use to identify third-party risk?

Smarsh has a third-party assessment process that we use to identify and assess vendor risk. Dependent on what services are being provided and what integrations exist (if any), Smarsh requires of a third party an NDA, background checks, and security diligence along with any certifications/attestations such as SSAE 16/SOC2, citizenship requirements (if required), and certificates of insurance.

# Regulatory Standards

## Does Smarsh have an annual security audit?

Yes. Smarsh conducts an annual review of its operational practices by utilizing an independent third-party auditor to review our controls under an SSAE 16/SOC 2 audit. That attestation is available to Smarsh prospects under NDA.

## How does Smarsh comply with the following regulatory standards?

Specific to security, Smarsh complies with the following regulatory standards:

**Privacy Shield** - Smarsh is a Privacy Shield certified organization.

**NIST 800-53** - Smarsh leverages the principles found under the moderate control set and is working to comprehensively cover these controls in their application ecosystem.

# Business Resiliency Testing

# How does Smarsh ensure client data is backed up?

Smarsh uses a proprietary dual archiving process to simultaneously write data to multiple data centers Client data is replicated continuously across geographically separated datacenters.

# Does Smarsh have a recovery plan for client data?

Smarsh has a business resiliency plan for its operations, including client data. In the event of a business-interrupting event, Smarsh has the ability to declare a disaster and invoke its plan for bringing operations back online, including client notification. Our business resiliency plan also includes data recovery.

# Vulnerability & Penetration Testing

# How often does Smarsh conduct penetration testing?

Smarsh conducts penetration testing on an annual basis. In addition to application penetration testing to ensure secure coding, Smarsh also executes a network penetration test to certify the security of its infrastructure.

# Does Smarsh have intrusion detection controls in place?

Yes. Smarsh applies intrusion detection technology to ensure that any known suspect traffic and/or anomalous behavior is detected, and our support teams are alerted for appropriate action.

# How often does Smarsh patch for vulnerabilities?

Smarsh patches for vulnerabilities on a monthly basis.

# Does Smarsh have an incident response program?

Yes. Smarsh has an incident response program that includes 24x7 notification/paging, incident triage, and a full incident response procedure for identifying, containing, mitigating/eradicating, and recovering from any incident. All incidents include notification procedures and are documented in our system of record.

# Summary

The Archiving Platform enables organizations to satisfy regulatory requirements, enforce internal policies and carry out investigations. Clients can capture, archive and produce any/all of their archived communications data as and when required. The Archiving Platform was designed with security in mind to give clients the confidence they need to move their archive to the cloud. The above is intended to answer commonly asked questions about our security program.

If you still have questions or to find out more about our security practices, please contact our sales team <a href="https://www.smarsh.com">www.smarsh.com</a>





# **Core Security Set**

Authority: Smarsh management recognizes and supports the policies and procedures identified in these control families and is committed to supporting them.

Purpose: Smarsh will implement controls across these families to ensure the proper security of information systems and Smarsh information resources.

Scope: This document applies to all systems and devices within the Smarsh Archiving Platform system boundary including its system users, groups, services, protocols and functions.

| Core Security Sets                                       | Measure | Assurance |
|--|---------|-----------|
| AC - Access Control                                      | AC-M    | AC-A      |
| AT - Awareness & Training                                | AT-M    | AT-A      |
| AU -Audit & Accountability                               | AU-M    | AU-A      |
| CA - Certification, Accreditation, & Security Assessment | CA-M    | CA-A      |
| CM -Configuration Management                             | CM-M    | CM-A      |
| CP -Contingency Planning                                 | CP-M    | CP-A      |
| IA -Identification & Authentication                      | IA-M    | IA-A      |
| IR -Incident Response                                    | IR-M    | IR-A      |
| MA - Maintenance   | MA-M    | MA-A      |
| MP - Media Protection                                    | MP-M    | MP-A      |
| PE - Physical & Environmental Protection                 | PE-M    | PE-A      |
| PL- Planning   | PL-M    | PL-A      |
| PS -Personnel Security                                   | PS-M    | PS-A      |
| RA -Risk Assessment                                      | RA-M    | RA-A      |
| SA - System & Services Acquisition                       | SA-M    | SA-A      |
| SC -System and Communication Protection                  | SC-M    | SC-A      |
| SI - System and Information Integrity                    | SI-M    | SI-A      |



# Standard Information Gathering (SIG) Data Sheet

Our clients rely on Smarsh's enterprise archiving platform every day for their regulatory requirements. Secured client data is our highest priority at Smarsh. Smarsh treats client data with the highest sensitivity.

In an effort to provide a fast and clear understanding of our Information Security program, the Smarsh Information Security team has completed a Standardized Information Gathering or SIG to provide you the visibility into Smarsh's security stance and processes.

#### • What is a SIG?

- The Standard Information Gathering is an industry standard questionnaire that collects the information necessary to conduct an assessment of a service provider's controls.
- o It is a standardized, objective assessment methodology.
- It is a holistic tool for risk management assessments of third party cybersecurity, IT, privacy, data security and business resiliency in an information technology environment.
- Who created the SIG template?
  - o The SIG is created by SFG Shared Assessments. This organization is driven by industry membership and is the trusted authoritative source for risk assessment. There are currently over 2,500 institutions that subscribe.
- How often is the SIG template updated?
  - o The SIG is updated annually.
- What security frameworks are covered?
  - o The SIG is mapped to the ISO 27001/2 framework.
  - o It corresponds to NIST, PCI-DSS, HIPAA/HiTech, COBIT, FFIEC
- What control sets are covered in the SIG?

| Risk Management           | Operations Management                              | End User Device Security | Compliance                    |
|---------------------------|--|--------------------------|-------------------------------|
| Security Policy           | Access Control                                     | Network Security         | Physical and<br>Environmental |
| Organizational Security   | Application Security                               | Privacy                  | Server Security               |
| Asset and Info Management | Incident Events and<br>Communication<br>Management | Threat Management        | Business Resiliency           |
| Human Resource Security   |  |                          |                               |

# With kind regards,

- Smarsh, Information Security team



# Smarsh - Web Application - 2018\_01 Penetration Test Report

PEN TEST PERFORMED FOR

# Smarsh

https://app-preprod.smarsh.com/

TESTING PERIOD

Jan 04, 2018 ~ Jan 18, 2018

TEST PERFORMED BY (COBALT RESEARCHERS)



André Lima

LEAD

Certified in OSCP, CISSP, CCNA
Security, CCNP Route, ewptx



Egidio Romano



Sagar Parmar
RESEARCHER
Certified in CCNA, CCSE

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# **Executive Summary**

A black box penetration test of Smarsh's QA environment was conducted in order to assess its risk posture and identify security issues that could negatively affect Smarsh's data, systems, or reputation. The scope of the assessment covered the web applications located at https://app-preprod.smarsh.com/ and https://app-preprod.smarsh.com/. Three (3) security researchers conducted this penetration test between the January 04, 2018 and January 18, 2018.

This penetration test was a manual assessment of the security of the web application's functionality, business logic, and vulnerabilities, such as those catalogued in the OWASP Top 10. The assessment also included a review of security controls and requirements listed in the OWASP Application Security Verification Standard (ASVS). The researchers leveraged tools to facilitate their work, however, the majority of the assessment involved manual analysis.

The Pen Test Team discovered 3 medium criticality issues and 10 low criticality issues throughout the pen test.



# Methodology

The test was done according to penetration testing best practices. The flow from start to finish is listed below.



# Pre Engagement | 1 Week

- Scoping
- Customer Q&A
- Documentation
- Information gathering
- Discovery



# Penetration Testing | 2~3 Weeks

- Tool assisted assessment
- Manual assessment of OWASP top 10 & business logic
- Exploitation
  - Risk analysis
  - Reporting



## Post Engagement | On-demand

- Prioritized remediation
- Best practice support
- Re-testing

## Risk Factors

Each finding is assigned two factors to measure its risk. Factors are measured on a scale of 1 (very low) through 5 (very high).

#### **Impact**

This indicates the finding's effect on technical and business operations. It covers aspects such as the confidentiality, integrity, and availability of data or systems; and financial or reputational loss.

#### Likelihood

This indicates the finding's potential for exploitation. It takes into account aspects such as skill level required of an attacker and relative ease of exploitation.



# Criticality Definitions

Findings are grouped into three criticality levels based on their risk as calculated by their business impact and likelihood of occurrence, risk = impact \* likelihood . This follows the OWASP Risk Rating Methodology.

# High

Vulnerabilities with a high or greater business impact and high or greater likelihood are considered High severity. Risk score minimum 16.

#### Medium

Vulnerabilities with a medium business impact and likelihood are considered Medium severity. This also includes vulnerabilities that have either very high business impact combined with a low likelihood or have a low business impact combined with a very high likelihood. Risk score between 5 and 15.

#### Low

Vulnerabilities that have either a very low business impact, maximum high likelihood, or very low likelihood, maximum high business impact, are considered Low severity. Also, vulnerabilities where both business impact and likelihood are low are considered Low severity. Risk score 1 through 4.



# **Terms**

Please note that it is impossible to test networks, information systems and people for every potential security vulnerability. This report does not form a guarantee that your assets are secure from all threats. The tests performed and their resulting issues are only from the point of view of Cobalt Labs. Cobalt Labs is unable to ensure or guarantee that your assets are completely safe from every form of attack. With the ever-changing environment of information technology, tests performed will exclude vulnerabilities in software or systems that are unknown at the time of the penetration test.



# KAYARDEE CONSULTING, LLC 678-986-3766

January 2, 2018

Ms. Mandy Huth Director of Information Security Smarsh 851 SW 6th Avenue, Suite 800 Portland, OR 97204

Dear Ms. Huth:

This letter is to confirm that Smarsh completed the 4-hour in-person (group live) Business Continuity and Disaster Recovery tabletop walkthrough exercise developed by Kayardee Consulting, LLC and facilitated at Smarsh's Portland office on Thursday, December 21st, 2017.

Sincerely,

Kristen R. Deuel

Kristen R. Deuel, PMP, CBCP Principal Consultant



503 697 4118 DELAPCPA.COM 5885 MEADOWS ROAD, No. 200 LAKE OSWEGO, OR 97035

January 2, 2018

Ms. Mandy Huth Director of Information Security Smarsh 851 SW 6<sup>th</sup> Avenue, Suite 800 Portland, OR 97204

Dear Ms. Huth:

This letter is to confirm that Smarsh completed the 4-hour in-person (group live) Incident Response Tabletop Exercise (IRTE) developed by Delap and facilitated at Smarsh's Portland office on Wednesday, December 13<sup>th</sup>, 2017.

Sincerely,

Delap LLP

David W. Buchanan, CPA, CGMA, QSA, CISSP, CEH, CCNA+Security, CTGA, PCIP, CCSK Partner

# **Section 1: Scope and Closing Comments**

Delap is providing the following comments, observations, and recommendations as part of our Incident Response Tabletop Exercise project with Smarsh. The scope of our recommendations is limited to the scenario used for the onsite Incident Response Tabletop Exercise (IRTE).

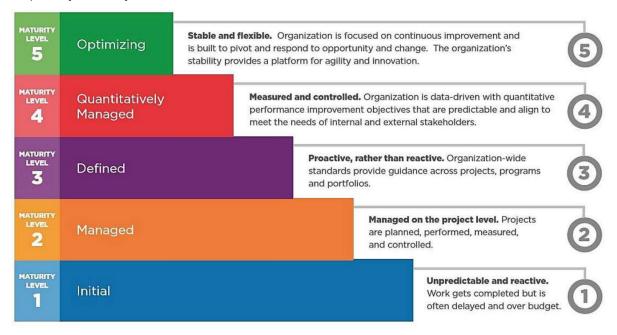
Delap recommends that a detailed review of Smarsh's IRP be performed (including incident response team roles), that revisions be made, and that stakeholders be re-trained on the Smarsh IRP to ensure a strong level of confidence in the procedures; thereby ensuring that procedures are followed for future IRTEs and real-life events.

Based on Delap's observation of Smarsh's team during the IRTE and the existing incident response plan (IRP). Delap recommends assessing Smarsh's incident response process as a 3 using the Capability Maturity Model. This score is based on the following observations:

- Formally documented incident response documentation (e.g., incident response plan, checklist).
- Active communication between team members throughout the exercise.
- Established primary roles (e.g., incident commander, general counsel).
- Personnel knowledge of where to finding procedures and who to ask when questions arise.

The observations and recommendations in Section 2 (below) are intended to assist Smarsh in maturing their overall incident management program and personnel capabilities.

#### Capability Maturity Model



\*http://cmmiinstitute.com/



PROPRIETARY AND CONFIDENTIAL



ELECTRONIC COMMUNICATION ARCHIVING HOSTING SOLUTION SYSTEM AND ASPECTS OF PITTOCK DATACENTER'S COLOCATION SYSTEM

REPORT ON CONTROLS AT A SERVICE ORGANIZATION RELEVANT TO SECURITY (SOC 2)



October 1, 2016 through September 30, 2017

Moss Adams LLP 805 SW Broadway, Suite 1200 Portland, OR 97205 (503) 242-1447



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# I. INDEPENDENT SERVICE AUDITOR'S REPORT



Smarsh, Inc. 851 SW 6th Ave #800 Portland, OR, 97204

To the Management of Smarsh, Inc.:

#### Scope

We have examined the attached Smarsh, Inc.'s description of its Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System for the period October 1, 2016 to September 30, 2017 (description) based on the criteria set forth in paragraph 1.20 of the AICPA Guide Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2®) (description criteria) and the suitability of the design and operating effectiveness of controls described herein to meet the criteria for the Security principle set forth in TSP section 100A, Trust Services Principles and Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, Trust Services Principles and Criteria) (applicable trust services criteria), throughout the period October 1, 2016 to September 30, 2017. The description indicates that certain applicable trust services criteria specified in the description can be met only if complementary user entity controls contemplated in the design of Smarsh, Inc.'s and Pittock Datacenter's controls are suitably designed and operating effectively, along with related controls at Smarsh, Inc. and Pittock Datacenter. We have not evaluated the suitability of design or operating effectiveness of such complementary user entity controls.

Pittock Datacenter is an independent service organization that provides colocation facilities to host the Electronic Communication Archiving Hosting Solution System of Smarsh. Smarsh's description includes a description of those elements of its system provided by Pittock Datacenter, the controls of which help meet certain applicable trust services criteria.

#### **Service Organization's Responsibilities**

In Section II titled "Management of Smarsh, Inc.'s Assertion Regarding Its Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System for the Period October 1, 2016 to September 30, 2017", Smarsh, Inc. has provided an assertion about the fairness of the presentation of the description based on the description criteria and suitability of design and operating effectiveness of the controls described therein to meet the applicable trust services criteria.



Smarsh, Inc. is responsible for preparing the description and assertion; providing the services covered by the description; identifying the risks that would prevent the applicable trust services criteria from being met; designing, implementing, and documenting the controls to meet the applicable trust services criteria; and specifying the controls that meet the applicable trust services criteria and stating them in the description.

#### Service Auditor's Responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls described therein to meet the applicable trust services criteria, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included procedures that we considered necessary in the circumstances. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is fairly presented based on the description criteria, and the controls were suitably designed and operating effectively to meet the applicable trust services criteria throughout the period October 1, 2016 to September 30, 2017.

An examination of the description of a service organization system and the suitability of the design and operating effectiveness of those controls to meet the applicable trust services criteria involves:

- Evaluating and performing procedures to obtain evidence about whether the description is fairly presented based on the description criteria and the controls were suitably designed and operating effectively to meet the applicable trust services criteria throughout the period October 1, 2016 to September 30, 2017.
- Assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively.
- Testing the operating effectiveness of those controls to provide reasonable assurance that the applicable trust services criteria were met.
- Evaluating the overall presentation of the description.
- Testing the operating effectiveness of those controls to provide reasonable assurance that the applicable trust services criteria were met.
- Evaluating the overall presentation of the description.



We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our qualified opinion.

#### **Inherent Limitations**

Because of their nature and inherent limitations, controls at a service organization may not always operate effectively to meet the applicable trust services criteria. Also, the projection to the future of any evaluation of the fairness of the presentation of the description or conclusions about the suitability of the design or operating effectiveness of the controls to meet the applicable trust services criteria is subject to the risks that the system may change or that controls at a service organization may become inadequate or fail.

#### **Basis for Qualified Opinion**

Smarsh, Inc. states in the description of its system that it has controls in place to analyze threats, identify risks and mitigation strategies; controls to authorize new users as well as changes of user access; and controls over the security and restriction of access to the server and systems datacenter location. However, as noted on pages 46-49, 58-60, and 63-65 of the description of tests of controls and the results thereof, controls related to network and application vulnerability testing, quarterly risk assessments, documentation of physical and logical access approval, onboarding tasks and job changes, and security and access restriction to the location where the server and systems hosting client data in the datacenter were not consistently performed and, therefore, were not operating effectively throughout the period October 1, 2016 to September 30, 2017. As a result, controls did not provide reasonable assurance that the service organization's service commitments and system requirements based on the following trust services criterion:

• CC 3.1, The entity (1) identifies potential threats that could impair system security commitments and system requirements (including threats arising from the use of vendors and other third parties providing goods and services, as well as threats arising from customer personnel and others with access to the system), (2) analyzes the significance of risks associated with the identified threats, (3) determines mitigation strategies for those risks (including implementation of controls, assessment and monitoring of vendors and other third parties providing goods or services, as well as their activities, and other mitigation strategies), (4) identifies and assesses changes (for example, environmental, regulatory, and technological changes and results of the assessment and monitoring of controls) that could significantly affect the system of internal control, and (5) reassesses, and revises, as necessary, risk assessments and mitigation strategies based on the identified changes.



- CC 5.2, New internal and external users, whose access is administered by the
  entity, are registered and authorized prior to being issued system credentials and
  granted the ability to access the system to meet the entity's commitments and
  system requirements as they relate to security. For those users whose access is
  administered by the entity, user system credentials are removed when user access
  is no longer authorized.
- CC 5.5, Physical access to facilities housing the system (for example, data centers, backup media storage, and other sensitive locations, as well as sensitive system components within those locations) is restricted to authorized personnel to meet the entity's commitments and system requirements as they relate to security.

#### **Qualified Opinion**

In our opinion, in all material respects, except for the effects of the matters giving rise to the modification, the description is presented in accordance with the description criteria and the controls were suitably designed and operating effectively to provide reasonable assurance that Smarsh, Inc., and Pittock Datacenter's service commitments and system requirements were achieved based on the applicable trust services criteria, in all material respects:

- the description fairly presents the Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System that was designed and implemented throughout the period October 1, 2016 to September 30, 2017.
- the controls stated in the description were suitably designed to provide reasonable assurance that the applicable trust services criteria would be met if the controls operated effectively throughout the period October 1, 2016 to September 30, 2017, and user entities applied the complementary user entity controls contemplated in the design of Smarsh, Inc., and Pittock Datacenter's controls throughout the period October 1, 2016 to September 30, 2017, and the subservice organizations applied, throughout the period October 1, 2016 to September 30, 2017, the types of controls expected to be implemented at the subservice organizations and incorporated in the design of the Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System.
- the controls provide reasonable assurance that the applicable trust services criteria were met throughout the period October 1, 2016 to September 30, 2017 if user entities applied the complementary user entity controls contemplated in the design of Smarsh, Inc. and Pittock Datacenter's controls, and those controls operated effectively throughout the period October 1, 2016 to September 30, 2017.



#### **Description of Tests of Controls**

The specific controls we tested and the nature, timing, and results of our tests are listed in Section V of this report titled "Trust Services Security Principles, Criteria, and Related Controls, and Tests of Controls".

#### **Restricted Use**

This report, including the description of tests of controls and results thereof in Section IV, are intended solely for the information and use of Smarsh, Inc., user entities of Smarsh, Inc.'s Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System during some or all of the period October 1, 2016 to September 30, 2017, and prospective user entities, independent auditors and practitioners providing services to such user entities, and regulators who have sufficient knowledge and understanding of the following:

- The nature of the service provided by the service organization
- How the service organization's system interacts with user entities, subservice organizations, and other parties
- Internal control and its limitations
- The applicable trust services criteria
- The risks that may threaten the achievement of the applicable trust services criteria and how controls address those risks
- Complementary user entity controls and how they interact with related controls at the service organization to meet the applicable trust services criteria

This report is not intended to be, and should not be, used by anyone other than these specified parties.

Moss ADAMS LLP

Portland, Oregon March 30, 2018



# SSAE SOC 2 Management Response for the Period October 1, 2016 to September 30, 2017

In response to the SOC 2 performed by Moss Adams, specific to the Basis for Qualified Opinion, Smarsh would like to provide clarity on the trust services criterion identified as potential threats and our current control status.

#### CC 3.1 (Threats, Risks, Vendors, Changes)

Smarsh conducts a quarterly risk assessment in addition to a quarterly information security audit. For one quarter in the evidence period a meeting did not occur. The audit was still performed. Smarsh has had a documented quarterly security audit with an in-person meeting/review all other quarters. A quarterly risk assessment was discussed during the information security audit but was not documented separately.

Smarsh consistently runs a change management meeting with cross functional representation to ensure the integrity of the changes and an appropriate back out plan if required. The single exception (1 of 30 sampled) was logged and reviewed but did not have an explicit "approval" noted in the change. The process has been updated to include explicit approval for every change.

Smarsh conducts security training on an annual basis. Training was conducted in September of 2016 and again in October 2017. Training was conducted within consecutive calendar years but did not fall within the evidence period by 1 week. Our 2018 training is scheduled for October 2018.

Smarsh conducts penetration testing on an annual basis. A penetration test was conducted in May of 2016 and again in November 2017. Testing was conducted within consecutive calendar years but did not fall within the evidence period for this audit. Our 2018 testing is scheduled for December 2018.

#### CC 5.2 (Users, New hires, Separations)

Smarsh has a consistent process in place for onboarding new hires, with the appropriate accesses provided with management approval. This access begins with a Jira ticket from HR and then moves to the service desk for access. The service desk then checks with management for appropriate access approvals. Noted exceptions were logged tickets and were reviewed by management but did not have an explicit "approval" documented in the ticket. The process has been updated to reflect appropriate approvals.

Smarsh has a consistent process in place for employee job changes, with the appropriate accesses provided with management approval. There is a standard form required for all transfers. The receiving manager requests the process be started and HR completes that process, including a signature from the VP of HR. Noted exceptions were signed by HR, but did not have an explicit "approval" signature from the manager documented on the form. The process will be updated to reflect appropriate approvals.

## CC 5.5 (Physical Access)

Smarsh operates within a secure data center and restricts access to only authorized personnel, as per policy and procedure. On a single occasion, a data center cage was left unlocked for a short period by a single employee. Procedure was reviewed with employee in email and in person so as not to repeat the exception.

# PARTICIPATING ADDENDUM NASPO ValuePoint

## SOFTWARE VALUE-ADDED RESELLER (SVAR) SERVICES

Administered by the State of Arizona (hereinafter "Lead State")

## **MASTER AGREEMENT**

Master Agreement No: ADSPO16-130651

#### SHI International Corp.

(hereinafter "Contractor")

And

# State of Washington

(hereinafter "Participating State")

Washington Master Contract No.: 06016

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2016.

- 1. Scope: This Participating Addendum covers the Software Value-Added Reseller (SVAR) Services led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
- 2. EXCLUSIONS: The following software publishers are excluded from this Participating Addendum:
  - ESRI
  - Microsoft EA
  - Autodesk
  - SAS
- **3.** PARTICIPATION: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):
  - (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

- (b) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
  - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
  - Federal governmental agencies or entities;
  - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
  - Federally-recognized Indian Tribes located in the State of Washington.
  - Oregon Cooperative Purchasing Program (ORCPP)

#### 4. Participating State Modifications or Additions to Master Agreement:

- 4.1. **PRICING.** Although Contractor may offer lower prices to Purchasing Entities, Contractor guarantees to provide the Products at no greater than the prices set forth in the Master Agreement, whereas 'Reseller Cost' is defined as the price that Contractor pays the Publisher or Distributor to purchase software on behalf of the Participating State. If Purchasing Entities use a credit card as a method of payment for an order over ten thousand dollars (\$10,000), prices may be subject to payment processing fees, as agreed to in the applicable Purchase Order. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 4.2. Washington's Electronic Business Solutions (WEBS) System. Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at <a href="https://fortress.wa.gov/ga/webcust/home.html">https://fortress.wa.gov/ga/webcust/home.html</a>. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.3. **Washington's Statewide Payee Desk**. To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.
- 4.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
  - (a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' <a href="Contract Sales Reporting System">Contract Sales Reporting System</a>. Enterprise Services will provide Contractor with a login password and a vendor number.
  - (b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of

- this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
- (c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

| For Calendar Quarter Ending | Contract Sales Report Due |
|-----------------------------|---------------------------|
| March 31                    | April 30                  |
| June 30                     | July 31                   |
| September 30                | October 31                |
| December 31                 | January 31                |

- 4.5. **VENDOR MANAGEMENT FEE**. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74% on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).
  - (d) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
    - Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0074.
  - (e) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
  - (f) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until an electronic invoice from Enterprise Services becomes available in <u>Contract Sales Reporting System</u>. Contractor's VMF payment to Enterprise Services must reference the following:
    - This Washington Master Contract No.: 06016
    - The NASPO Master Agreement No.: ADSPO16-130651
    - The year and quarter for which the VMF is being remitted, and
    - Contractor's name as set forth in this Contract, if not already included on the face of the check.
  - (g) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
  - (h) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
  - (i) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.
- 4.6. **CONTRACT REVIEWS**. Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices, and request Contractor to provide copies of Publisher invoices for up to ten percent (10%) of sales in order to validate Reseller Costs.

- 4.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**. Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- 4.8. **RECORDS ADMINISTRATION AND AUDIT.** Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 4.9. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the Participating State and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
- 4.10. **Purchase Orders**. To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to SHI International Corp.:
  - (j) Order is subject to NASPO ValuePoint Master Agreement No. ADSPO16-130651 and Washington Master Contract No. 06016;
  - (k) Purchase Order amount; and
  - (I) Purchaser's contact information (i.e., name, address, telephone number, email).
- **5.** <u>LEASE AGREEMENTS</u>: Leasing or renting equipment is not allowed throughout the term of the Master Agreement.
- **6. PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

| Contractor   | Participating State   |
|--|---|
| SHI International Corp.<br>290 Davidson Ave.<br>Somerset, NJ 08873   | State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411 |
| Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com | Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov   |

7. ORDERS: Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

#### 8. GENERAL:

- (a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Participating Addendum shall survive and remain in effect following the expiration or termination of this Participating Addendum, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- (d) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (e) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

**EXECUTED** as of the date and year first above written.

| STATE | OF WASHINGTON                   | SHI In             | TERNATIONAL CORP.        |
|-------|---------------------------------|--------------------|--------------------------|
| DEPAR | RTMENT OF ENTERPRISE SERVICES   | A New              | JERSEY CORPORATION       |
| Ву:   | South finith                    | Ву:                | Cassie Skelton           |
| Its:  | Washington State IT Contract MC | GR <sub>Its:</sub> | Sr. Contracts Specialist |



# **Contract Amendment**

Contract No.: ADSPO16-130651 Amendment No.: One (1)

**PAGE** 1 OF 1

State of Arizona State Procurement Office

100 N. 15<sup>TH</sup> Avenue, Suite 402

Phoenix, AZ 85007

#### **CONTRACTOR:**

SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873

**CONTACT:** Alison Turner PHONE: 425-974-5997

EMAIL: alison turner@shi.com

#### STATE AGENCY:

AZ Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 402 Phoenix, AZ 85007

**CONTACT:** Deepika Bajpayee PHONE: (602) 542-8991

**EMAIL:** deepika.bajpayee@azdoa.gov

# **Software Value Added Reseller (SVAR)**

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2019.

2. All other Terms, Conditions, and Pricing remain the same.

|  | not binding against the State of<br>ecepted in writing by an authoriz | f Arizona unless signed by an <u>authorized</u><br>zed representative of the State. | I representative  |
|--|---|---|-------------------|
| Contractor hereby acknowledge<br>the above a |   | The above referenced contract amends executed this date by the St                   |                   |
| Signature                                    | 02/27/2018<br>Date  | Stight Wittles  | 2/28/2018<br>Date |
| Cassie Skelton Contracts Manag               |   | Stephen Nettes Procurement 6roup M Printed/Typed Name and Title                     |                   |



# **Contract Amendment**

Contract No.: ADSPO16-130651

Amendment No.: Two (2)

State of Arizona

State Procurement Office

100 N. 15<sup>TH</sup> Avenue, Suite 402

Phoenix, AZ 85007

#### CONTRACTOR:

SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873

**CONTACT:** Alison Turner PHONE: 425-974-5997

EMAIL: alison turner@shi.com

#### STATE AGENCY:

**PAGE** 1 OF 1

AZ Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 402 Phoenix, AZ 85007

CONTACT: Deepika Bajpayee

PHONE:

(602) 542-8991

**EMAIL:** 

deepika.bajpayee@azdoa.gov

# Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

- 1. SHI Government Solutions, Inc. is being added as a subcontractor to the SHI SVAR Master Contract # ADSPO16-130651. SHI Government Solutions, Inc. will be providing products and services as stated within the scope of this contract.
- 2. All other Terms, Conditions, and Pricing remain the same.

| This Contract Amendment is not binding against the State of the Contractor and then accepted in writing by an author | of Arizona unless signed by an <u>authorized representative</u> orized representative of the State. |
|--|---|
| Contractor hereby acknowledges receipt and understanding of the above amendment.                                     | The above referenced contract amendment is hereby executed this date by the State.                  |
| March 28, 2018   | mgallat 3/30/18   |
| Signature Date  Cassie Skelton- Contracts Manager  | Michael Hladik  |
| Printed/Typed Name and Title   | Printed/Typed Name and Title  |



# **Contract Summary**

# NASPO ValuePoint Software VAR \( \bigwedge \quad \text{ValuePoint} \)



Contract#: 06016

Department of Enterprise Services through participation with NASPO ValuePoint has established master contracts to purchase commercial off-the-shelf (COTS) software licenses, basic installation, training, and maintenance.

These contracts do not include customizable software that requires design and configuration.

Current Term Start Date: 11-01-2016 **Award Date:** 11-01-2016 Est. Annual Worth: \$0

Current Term Ends On: 04-07-2018 Final Term Ends On: 04-07-2021

Diversity: 0% WBE 0% MBE

Contact Info: Master Contracts & Consulting - Mike Dombrowsky at (360) 407-8717 or mike.dombrowsky@des.wa.gov

#### Who can use this contract?

- Organizations with Master Contract Usage Agreements
- Oregon Coop Members

#### **Current Documents Historical Documents Resources**

■ Contract Summary and Ordering

Information

- Original Solicitation Documents
- Contract Comments

Best Buy Form

Vendor and Contract Performance Feedback

- SHI International
- En Pointe **Technologies**
- Group

| Contractors                                 | OMWBE | Veteran | Small<br>Business |
|---|-------|---------|-------------------|
| EN POINTE TECHNOLOGIES<br>SALES LLC - W4387 |       | N       | N                 |
| SOFTWARE HOUSE<br>INTERNATIONAL - W9089     |       | N       | N                 |

M=OMWBE Certified Minority Owned W=OMWBE Certified Women Owned MW=OMWBE Certified Minority Women Owned

#### **NASPO ValuePoint**

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. NASPO VP contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. NASPO VP contracts are available for use by public agencies when approved by the State Purchasing Director. List of current NASPO ValuePoint contracts



© Copyright 2012 Department of Enterprise Services

| SPOKANE Agenda Sheet      | for City Council Meeting of: | <b>Date Rec'd</b> | 12/3/2018     |
|---------------------------|------------------------------|-------------------|---------------|
| 12/17/2018                |                              | Clerk's File #    | OPR 2018-0801 |
|                           |                              | Renews #          |               |
| Submitting Dept           | INNOVATION & TECHNOLOGY      | Cross Ref #       |               |
| <b>Contact Name/Phone</b> | MICHAEL 625-6468             | Project #         |               |
| Contact E-Mail            | MSLOON@SPOKANECITY.ORG       | Bid #             |               |
| Agenda Item Type          | Contract Item                | Requisition #     | PE830         |
| Agenda Item Name          | 5300 CAMTEK GALAXY UPGRADE   |                   |               |

# **Agenda Wording**

Contract with Camtek, Inc. to provide the City of Spokane facilities with an upgrade to our secure access control system. Contract term is December 15, 2018 through June 14, 2019. Contract total is \$80,152.61 including tax.

# **Summary (Background)**

Upgrading the City Hall security access system (current system is end-of-support) to the Galaxy Security system that is currently deployed at Fire Training and CCB. In addition, the Galaxy system implementation will replace the current magnetic card-swipes with proximity card-readers. Upgrade includes equipment, labor, and supplies & materials. This contract is utilizing the Galaxy GSA Contract, Schedule 70, #GS-35F-0647Y.

| Fiscal I          | Fiscal Impact Grant related? NO |               |                              | <b>Budget Account</b>                        |                          |  |  |
|-------------------|---------------------------------|---------------|------------------------------|--|--------------------------|--|--|
|                   |                                 | Public Works? | NO                           |  |                          |  |  |
| Expense           | <b>\$</b> 75,15                 | 52.61 inc tax |                              | <b>#</b> 5300-30210-94000-5                  | 6203-99999               |  |  |
| Expense           | <b>\$</b> 5,000                 | 0.00 inc tax  |                              | <b>#</b> 5900-30210-94000-5                  | 6203-81062               |  |  |
| Select \$ #       |                                 |               |                              |  |                          |  |  |
| Select            | \$                              |               |                              | #  |                          |  |  |
| Approva           | Approvals                       |               |                              | Council Notification                         | Council Notifications    |  |  |
| Dept Hea          | <u>ad</u>                       | SLOON         | , MICHAEL                    | Study Session                                | Urban Dev 12/10/18       |  |  |
| Division Director |                                 | FINCH,        | ERIC                         | <u>Other</u>                                 |                          |  |  |
| <u>Finance</u>    |                                 | BUSTO         | S, KIM                       | Distribution List                            |                          |  |  |
| <u>Legal</u>      |                                 | ODLE,         | MARI                         | Accounting - ywang@spokanecity.org           |                          |  |  |
| For the N         | <i>l</i> layor                  | ORMSE         | BY, MICHAEL                  | Contract Accounting - mdoval@spokanecity.org |                          |  |  |
| Additio           | nal App                         | rovals        |                              | Legal - modle@spokanecity.org                |                          |  |  |
| Purchasi          | ing                             |               |                              | Purchasing - cwahl@spokanecity.org           |                          |  |  |
|                   |                                 |               | IT - itadmin@spokanecity.org |  |                          |  |  |
|                   |                                 |               |                              | Tax & Licenses                               |                          |  |  |
|                   |                                 |               |                              | Camtek - Lorie Stephen                       | nson lorie@comtekinc.com |  |  |



# City of Spokane

# CONTRACT

Title: ACCESS CONTROL HEAD END UPGRADE

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CAMTEK, INC.**, whose address is 3815 East Everett Avenue, Spokane, Washington 99217, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The Company shall provide **ACCESS CONTROL HEAD END UPGRADE** in accordance with the Galaxy GSA Schedule 70, # GS-35F-0647Y and Company's July 17, 2018 Proposal, which is attached as Exhibit A. In the event of a conflict between Company's Proposal and this Contract, the terms of this contract will control.
- 2. <u>CONTRACT TERM</u>. The Contract shall begin on December 15, 2018, and run through June 14, 2019, unless terminated sooner.
- 3. <u>COMPENSATION</u>. The City shall pay the Company a maximum amount not to exceed **EIGHTY THOUSAND ONE HUNDRED FIFTY TWO AND 61/100 DOLLARS (\$80,152.61)**, including tax, for everything furnished and done under this Contract.
- 4. <u>PAYMENT</u>. The Company shall send its application for payment to Innovation and Technology Services Division, 7<sup>th</sup> Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
- 5. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 6. <u>ASSIGNMENTS</u>. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
- 7. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.
- 8. <u>ANTI-KICKBACK</u>. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest

in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

- 9. <u>TERMINATION</u>. Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.
- 10. <u>INSURANCE</u>. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:
- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. <u>INDEMNIFICATION</u>. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance

law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

- 12. <u>DEBARMENT AND SUSPENSION</u>. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.
- 13. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 14. <u>STANDARD OF PERFORMANCE</u>. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.
- 15. <u>NONDISCRIMINATION</u>. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.
- 16. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 17. <u>AUDIT / RECORDS</u>. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
- 18. <u>CONFIDENTIALITY/PUBLIC RECORDS</u>. City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

GOVERNING LAW. This agreement is governed by the laws of the State of 19. Washington. CAMTEK, INC. **CITY OF SPOKANE** By\_ By \_ Signature Date Signature Date Type or Print Name Type or Print Name Title Title Firm's UBI # Attest: Approved as to form: City Clerk Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit B - Certificate Regarding Debarment

Exhibit A – July 17, 2018 Proposal

18-218

Exhibit A Proposal #: 37779-1-0 Proposal Date: July 17, 2018



# Integrated Security Systems

High-technology security products for commercial, technological, industrial, educational and government facilities.

City of Spokane Access Control Head End Upgrade

> Prepared For: City of Spokane

808 W Spokane Falls Blvd Spokane, WA 99201

Prepared By: Lorie Stephenson 3815 E. Everett Ave. Spokane, WA 99217 Office: 509-443-2609 Cell: 509-993-4444



Proposal #: 37779-1-0 Proposal Date: July 17, 2018

# Scope Of Work:

The following proposal is based on the Galaxy GSA Schedule 70 # GS-35F-0647Y.

Proposal includes utilization of the existing cabling, locking hardware, request to exit devices, and magnetic stripe readers.

All controllers will be upgraded to Galaxy Controllers and the software will be upgraded to the latest version of Galaxy software. New power supplies will also be installed.

Additional ports will be added to the existing City Galaxy software license currently in use for the Spokane Fire Department.

Two year warranty on all Galaxy Hardware. One year warranty on equipment and installation.

Proposal is valid for 1 year from the bid date.

Walkersville, MD (June 2018)

Galaxy Control Systems, a leading provider of integrated access control, video and security solutions, announces that it has renewed both of it's U.S. General Services Administration (GSA) contracts for an additional five years. These Multiple Award Schedule (MAS) contracts give agencies direct access to carefully vetted and proven vendors who offer security and information technology products with the expert services to implement and manage them. Galaxy was awarded GSA schedule 84 - Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response, contract #GS-07F-0092M and GSA schedule 70 Contract GS-35F-0647Y for commercial IT products/services.



Integrated Security Systems

Proposal #: 37779-1-0 Proposal Date: July 17, 2018

# Bill Of Materials:

| Repla         | ce DSX Controll                  | er with Galaxy Co | ntrollers  |               | \$43,246.17 |
|---------------|----------------------------------|-------------------|--|---------------|-------------|
| QTY           | Manufacturer                     | Part #            | Description                                      | Unit Price    | Ext. Price  |
| 11            | Galaxy Controls                  | 600Pack8PS        | 635 Controller Medium Enclosure 2 Power Supplies | \$2,331.36    | \$25,644.96 |
| Labor         | Schedule for: R                  | eplace DSX Contr  | oller with Galaxy Controllers                    |               |             |
| QTY           | Description                      |                   |  | Rate          | Ext. Price  |
| 184.00        | Journeyman Preva                 | ling Wage         |  | \$95.00       | \$17,480.00 |
| Suppli<br>QTY | ies & Materials f<br>Description | or: Replace DSX C | Controller with Galaxy Controllers               |               | Ext. Price  |
| 1.0           | Permit -City of Spo              | kane              |  |               | \$40.40     |
| 1.0           | Intent & Affidavit               | Name :            |  |               | \$80.81     |
|               |                                  |                   | Equipm   | ent Subtotal: | \$25,644.96 |
|               |                                  |                   |  | bor Subtotal: | \$17,480.00 |
|               |                                  |                   | Supplies & Materi                                |               | \$121.21    |
|               |                                  |                   | Replace DSX Controller with Galaxy Controlle     | rs SubTotal:  | \$43,246.17 |
|               |                                  |                   |  |               | ÷,          |

| Galax | y Enterprise So  | oftware Additional Po | rts                      |                               | \$9,375.80 |
|-------|------------------|-----------------------|--------------------------|-------------------------------|------------|
| QTY   | Manufacturer     | Part #                | Description              | Unit Price                    | Ext. Price |
| 10    | Galaxy Controls  | 90-0600-70/EGSA       | 90-0600-70/EGSA          | \$785.58                      | \$7,855.80 |
| Labor | Schedule for: 0  | Galaxy Enterprise So  | ftware Additional Ports  |                               |            |
| QTY   | Description      |                       |                          | Rate                          | Ext. Price |
| 16.00 | Journeyman Preva | ailing Wage           |                          | \$95.00                       | \$1,520.00 |
|       |                  |                       |                          | Equipment Subtotal:           | \$7,855.80 |
|       |                  |                       |                          | Labor Subtotal:               | \$1,520.00 |
|       |                  |                       | Galaxy Enterprise Softwa | re Additional Ports SubTotal: | \$9,375.80 |

| Repla   | ice Existing Po | wer Supplies |   |                  | \$6,031.63 |  |  |
|---|-----------------|--------------|---|------------------|------------|--|--|
| QTY   | Manufacturer    | Part #       | Description                               | Unit Price       | Ext. Price |  |  |
| 11  | Altronix        | AL600ULACM   | Al600Ulacm Acm8 Power Control Fire/Access | \$358.33         | \$3,941.63 |  |  |
| Labor Schedule for: Replace Existing Power Supplies |                 |              |   |                  |            |  |  |
| QTY   | Description     |              |   | Rate             | Ext. Price |  |  |
| 22.00   | Journeyman Prev | ailing Wage  |   | \$95.00          | \$2,090.00 |  |  |
|   |                 |              | Egu                                       | ipment Subtotal: | \$3.941.63 |  |  |
|   |                 |              | ·   | Labor Subtotal:  | \$2,090.00 |  |  |
|   |                 |              | Replace Existing Power Sup                | plies SubTotal:  | \$6,031.63 |  |  |

| Repla | ice Existing Ma | ag Stripe Reader | s with Proximity Readers                          |            | \$15,016.08 |
|-------|-----------------|------------------|---|------------|-------------|
| QTY   | Manufacturer    | Part #           | Description                                       | Unit Price | Ext. Price  |
| 76    | Farpointe       | P-500HA          | Farpointe Alps Prox Reader Covers Single Gang Box | \$97.58    | \$7,416.08  |
| Labor | Schedule for:   | Replace Existin  | g Mag Stripe Readers with Proximity Readers       |            |             |
| QTY   | Description     |                  |   | Rate       | Ext. Price  |
| 80.00 | Journeyman Pre  | vailing Wage     |   | \$95.00    | \$7,600.00  |
|       |                 |                  |   |            |             |

3815 E. Everett, Spokane, WA 99217  $^{
m O}$  www.Camteklnc.com  $^{
m O}$  Tel: (509) 443-2609  $^{
m O}$  Fax: (509) 443-2722



Integrated Security Systems

Proposal #: 37779-1-0 Proposal Date: July 17, 2018

> **Equipment Subtotal:** \$7,416.08

Labor Subtotal: \$7,600.00

Replace Existing Mag Stripe Readers with Proximity Readers SubTotal: \$15,016.08

# System Investment:

**Total Equipment:** \$44,858.47 **Total Labor:** \$28,690.00 **Total Supplies & Materials:** \$121.21 **Total Proposal Amount** \$73,669.68

Note: The above price does not include sales tax.



Integrated Security Systems

Proposal #: 37779-1-0 Proposal Date: July 17, 2018

| ✓ Purchase Order, Balance Upon Completion |  |
|---|--|
| Billing Address:                          | Site Address:<br>808 W Spokane Falls Blvd<br>Spokane, WA 99201 |
| Customer Acceptance:                      | Camtek, Inc.:  |
| Signature                                 | Signature  |
| City of Spokane                           | Camtek, Inc.   |
| Title                                     | Print  |
| July 17, 2018                             | July 17, 2018  |

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

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

# Briefing Paper Urban Development Committee

| Division & Department:   | Innovation and Technology Services Division   |  |  |  |
|--|---|--|--|--|
| Subject:   | Access Control Upgrade with Camtek, Inc.  |  |  |  |
| Date:  | December 17, 2018   |  |  |  |
| Author (email & phone):  | Michael Sloon, msloon@spokanecity.org, 625-6468   |  |  |  |
| City Council Sponsor:  |   |  |  |  |
| <b>Executive Sponsor:</b>  | Eric Finch and Ed Lukas   |  |  |  |
| Committee(s) Impacted:   | Urban Development Committee   |  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative   |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  | ITSD and Facilities Management – to provide the City of Spokane facilities with an upgrade to our secure access control system.   |  |  |  |
| Strategic Initiative:  | Sustainable Resources   |  |  |  |
| Deadline:  | December 31, 2018   |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)   | Upgrade City Hall security system to Galaxy. Projected to begin in December 2018 and be completed by February 1, 2019.  |  |  |  |
| addition, the Galaxy system im proximity card-readers.  Note: The city partners with Sy Galaxy security systems) to allow required/requested.  | system that is currently deployed at Fire Training and CCB. In plementation will replace the current magnetic card-swipes with pokane County and School District 81 (Both entities have installed by public safety personnel and authorized staff access in all facilities as |  |  |  |
| <ul><li>includes equipment, la a total of \$80,152.61.</li><li>Budget Account #5300</li></ul>  | e Galaxy badging security system (proximity badge access) - cost which bor, and supplies & materials is \$73,669.68 plus \$6,482.93 sales tax for -30210-18880-54201 for \$75,152.61 -30210-94000-56203-81062 for \$5,000.00  |  |  |  |
| Budget Impact: Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) |   |  |  |  |
| Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:  |   |  |  |  |



# **BUSINESS LICENSE**

Unified Business ID #: 602020474 Business ID #: 001

Location: 0001

Expires: Nov 30, 2018

Corporation

CAMTEK, INC. 3815 E EVERETT AVE SPOKANE, WA 99217-6614

**UNEMPLOYMENT INSURANCE - ACTIVE** TAX REGISTRATION #602-020-474 - ACTIVE INDUSTRIAL INSURANCE - ACTIVE

#### CITY ENDORSEMENTS:

RICHLAND SERVICE BUSINESS #F03058 (EXPIRES 3/31/2019) - ACTIVE SPOKANE VALLEY GENERAL BUSINESS #02236 (EXPIRES 3/31/2019) - ACTIVE LIBERTY LAKE GENERAL BUSINESS (EXPIRES 3/31/2019) - ACTIVE PROSSER GENERAL BUSINESS (EXPIRES 3/31/2019) - ACTIVE

SPOKANE GENERAL BUSINESS #T12035040BUS (EXPIRES 3/31/2019) - ACTIVE SUNNYSIDE GENERAL BUSINESS - NON-RESIDENT - ACTIVE PASCO GENERAL BUSINESS - NON-RESIDENT #18699 (EXPIRES 3/31/2019) - ACTIVE

#### LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2018

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

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

| O CERTIFY THAT THE POLICIE<br>NOTWITHSTANDING ANY R<br>TE MAY BE ISSUED OR MAY<br>NS AND CONDITIONS OF SUCH  | EQUIR   |  | NUMPED.  | PHONE<br>(A/C, No, Ext): (509) S<br>E-MAIL<br>ADDRESS: Michelle<br>INSURER A : Crum &  | 343-9239<br>DeMoss@surer(s) AFFOR<br>Forster Speental Weste   | alliant.com<br>RDING COVERAGE<br>ecialty Insurance Compa<br>rn Insurance Company   |  |            |                       |  |
|--|---|--|--|--|---|--|--|------------|-----------------------|--|
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| TYPE OF INSURANCE  | ADDL SI   | UBR<br>VVD   | POLICY NUMBER  | POLICY EFF<br>(MM/DD/YYYY)   | POLICY EXP<br>(MM/DD/YYYY)  | LIMITS   |  |            |                       |  |
| IMERCIAL GENERAL LIABILITY   |   |  | \  |  |   | EACH OCCURRENCE \$   |  |            |                       |  |
| CLAIMS-MADE X OCCUR  |   | (  | GLO491123  | 10/05/2018   | 10/05/2019  | DAMAGE TO RENTED PREMISES (Ea occurrence) \$   |  |            |                       |  |
|  |   |  |  | 1 1-F  |   | MED EXP (Any one person) \$  |  |            |                       |  |
|  |   |  |  |  |   | PERSONAL & ADV INJURY \$   |  |            |                       |  |
| GREGATE LIMIT APPLIES PER:   |   |  |  |  |   | GENERAL AGGREGATE \$   |  |            |                       |  |
| CY X PRO-  |   |  |  |  |   | PRODUCTS - COMP/OP AGG \$  | 2,000,0  |            |                       |  |
| ER:  |   |  | 1 -  |  |   | s  |  |            |                       |  |
| BILE LIABILITY   |   |  |  |  |   | COMBINED SINGLE LIMIT<br>(Ea accident) \$  | 1,000,0  |            |                       |  |
| AUTO   |   | (  | CPA602938521   | 10/05/2018   | 10/05/2019  | BODILY INJURY (Per person) \$  | 3  |            |                       |  |
| SCHEDULED AUTOS  |   |  |  |  |   | BODILY INJURY (Per accident) \$  | ;  |            |                       |  |
|  |   |  |  |  |   | PROPERTY DAMAGE<br>(Per accident) \$   | i  |            |                       |  |
| AUTOU CIVET  |   |  |  | V.2.2  |   | \$   | 5  |            |                       |  |
| RELLA LIAB OCCUR   |   |  |  |  |   | EACH OCCURRENCE \$   |  |            |                       |  |
| ESS LIAB CLAIMS-MADE   |   | U  | JMS0028201   | 10/05/2018   | 10/05/2019  | AGGREGATE \$   | 5,000,0  |            |                       |  |
| X RETENTION \$ 10,000  |   |  |  |  |   | s  |  |            |                       |  |
| COMPENSATION   |   |  | A STATE OF THE STA |  |   | X PER OTH-ER   |  |            |                       |  |
|  |   | GLO491123  | GLO491123  | GLO49112   | 1   | GLO491123  | 10/05/2018   | 10/05/2019 | E.L. EACH ACCIDENT \$ |  |
| MEMBER EXCLUDED?   | N/A   |  |  | E.L. DISEASE - EA EM   |   | E.L. DISEASE - EA EMPLOYEE \$  |  |            |                       |  |
| ribe under<br>ION OF OPERATIONS below  |   |  |  |  |   | E.L. DISEASE - POLICY LIMIT \$   | 1,000,0  |            |                       |  |
|  |   |  |  |  |   |  |  |            |                       |  |
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| SPOKANE Agenda Sheet      | for City Council Meeting of:    | <b>Date Rec'd</b>     | 12/3/2018     |
|---------------------------|---------------------------------|-----------------------|---------------|
| 12/17/2018                |                                 | Clerk's File #        | OPR 2018-0804 |
|                           |                                 | Renews #              |               |
| Submitting Dept           | INTEGRATED CAPITAL              | Cross Ref #           |               |
|                           | MANAGEMENT                      |                       |               |
| <b>Contact Name/Phone</b> | MARK PAPICH 625-6310            | Project #             | 2017177       |
| <b>Contact E-Mail</b>     | MPAPICH@SPOKANECITY.ORG         | Bid #                 |               |
| Agenda Item Type          | Contract Item                   | Requisition #         |               |
| Agenda Item Name          | 4250 - DOE GRANT AGREEMENT - WO | C - 2018 - SPOKAN - C | 00042         |

# **Agenda Wording**

Grant agreement with Washington State Department of Ecology for building the CSO Basin 25 Control Facility.

# **Summary (Background)**

The Department of Ecology has awarded the City of Spokane three grants for stormwater improvement projects to improve water quality in the Spokane River. These grants were awarded based on a competitive application process. Due to delays in the State's capital budget, these grants span two funding cycles. The City will have a 25% match on the grants. These revenue and expenses are budgeted and consistent with the 6-year Capital Program. CSO Basin 25 Control Facility is one of the grants.

| Fiscal Impact            | Grant related? | YES           | <b>Budget Account</b>                 |                      |  |
|--------------------------|----------------|---------------|---------------------------------------|----------------------|--|
|                          | Public Works?  | YES           |                                       |                      |  |
| Revenue \$ 915,          | 905.25         |               | <b>#</b> 4250-98817-99999-33431-10025 |                      |  |
| Select \$                |                |               | #                                     |                      |  |
| Select \$                |                |               | #                                     |                      |  |
| Select \$                |                |               | #                                     |                      |  |
| Approvals                |                |               | Council Notification                  | <u>ıs</u>            |  |
| Dept Head                | MILLER,        | KATHERINE E   | Study Session                         |                      |  |
| <b>Division Director</b> | SIMMON         | IS, SCOTT M.  | <u>Other</u>                          | Public Works 9/12/16 |  |
| <u>Finance</u>           | ALBIN-N        | IOORE, ANGELA | <b>Distribution List</b>              |                      |  |
| <u>Legal</u>             | SCHOED         | EL, ELIZABETH | eraea@spokanecity.org                 |                      |  |
| For the Mayor            | ORMSBY         | , MICHAEL     | mpapich@spokanecity.org               |                      |  |
| <b>Additional App</b>    | <u>rovals</u>  |               | mdavis@spokanecity.org                |                      |  |
| <u>Purchasing</u>        |                |               | mdoval@spokanecity.org                |                      |  |
| GRANTS & CONTRACT MGN    | STOPHE         | R, SALLY      | icmaccounting@spokanecity.org         |                      |  |
|                          |                |               |                                       |                      |  |
|                          |                |               |                                       |                      |  |

# **BRIEFING PAPER**

# Public Works Committee Integrated Capital Management

**September 12, 2016** 

# Subject:

Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

# **Background:**

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants will fund design and construction projects. The suggested projects listed below have been identified from the draft Six Year Stormwater Program.

#### SFAP 2018 Grants

| Project                               | Construction | Grant Amount    |
|---------------------------------------|--------------|-----------------|
| -                                     | Year         |                 |
| Erie Stormwater Facility              | 2018         | \$<br>1,300,000 |
| CSO Basins 14&15 Green Infrastructure | 2017         | \$<br>1,000,000 |
| CSO Basin 25 Stormwater Separation    | 2017         | \$<br>1,250,000 |
| N Monroe (Indiana to Cora) Stormwater | 2018         | \$<br>1,380,000 |
| TOTAL                                 |              | \$<br>5,930,000 |

The attached list of projects is being presented to Council for approval prior to the October 21, 2016 application submission date.

# Impact:

There is a 25% match required for the Ecology grants. The maximum funding through this program is \$5 Million per jurisdiction.

#### **Action:**

Recommend approval of the attached lists of proposed applications.

# **Funding:**

The Ecology grants are funded by State capital stormwater monies.



# Agreement No. WQC-2018-Spokan-00042

#### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

#### **BETWEEN**

#### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

#### CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### **GENERAL INFORMATION**

Project Title: CSO Basin 25 Stormwater Management

Total Cost: \$3,801,579.00
Total Eligible Cost: \$1,221,207.00
Ecology Share: \$915,905.25
Recipient Share: \$305,301.75
The Effective Date of this Agreement is: 07/01/2017
The Expiration Date of this Agreement is no later than: 06/30/2019

Project Type: Stormwater Facility

#### **Project Short Description:**

This project will improve water quality in the Spokane River by installing collection and conveyance piping from Combined Sewer Overflow (CSO) basin 25 and the Maple Street Bridge MS4, and a bioretention facility in Riverwalk Park in the city of Spokane. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, and dissolved zinc, and will reduce combined sewer overflows to the Spokane River.

#### **Project Long Description:**

The Spokane River flows for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake and flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO). There are also two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO,

Agreement No: WQC-2018-Spokan-00042

Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

The RECIPIENT has an extensive combined storm and sanity sewer (CSO) system that discharges combined sewer overflows directly to the Spokane River during large storm events. CSO Basin 25 is located just west of downtown Spokane on the south edge of the Spokane River. The 22-acre basin includes businesses, parking lots, park areas, and multi-family residential housing. A CSO regulator vault, located at the intersection of Main Ave. and Cedar St., collects and regulates combined sewer flows to the Riverside Park Water Reclamation Facility (RPWRF) and sends overflows to the Spokane River. Annually, the vault discharges an average of 413,224 gallons of combined sewage directly to the Spokane River.

The southern end of the Maple Street Bridge crosses over the project area and has a separated stormwater sewer system (MS4) that discharges directly to the River approximately 450-feet west of the CSO 25 outfall pipe. The Bridge is 0.3 miles long and has an average daily traffic count of 40,600 vehicles.

The RECIPIENT will mitigate runoff from 16.2 acres of pollution generating impervious surfaces (PGIS); 12.9 acres from CSO basin 25, and 3.3 acres from the Maple St. Bridge. The RECIPIENT will install a new storm pipe system, connect the Maple St. Br. MS4 to the new system, and install a central bioretention swale in Riverwalk Park located in the Peaceful Valley neighborhood. The RECIPIENT chose a central bioretention swale because this project is in a highly developed area and there is limited space available for treatment best management practices. The finished project will reduce direct discharges of total suspended solids (TSS), total phosphorus, dissolved metals, and PCBs by infiltrating treated runoff and reducing CSO discharges.

#### Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

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Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

## RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280 DUNS Number: 115528189

Mailing Address: 44 W Riverside

Spokane, WA 99201

Physical Address: 44 W Riverside

Spokane, Washington 99201-3343

Organization Email: shimelspach@spokanecity.org

Organization Fax: (509) 343-5760

## **Contacts**

| Project Manager         | Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310 |
|-------------------------|--|
| Billing Contact         | Lauren Berry Accountant  808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lberry@spokanecity.org Phone: (509) 625-6042     |
| Authorized<br>Signatory | David A Condon Mayor  808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250         |

Agreement No: WQC-2018-Spokan-00042

Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

## **ECOLOGY INFORMATION**

Mailing Address: Department of Ecology

Water Quality PO BOX 47600

Olympia, WA 98504-7600

Physical Address: Water Quality

300 Desmond Drive SE Lacey, WA 98503

# **Contacts**

| Project<br>Manager   | Brandy Reynecke  4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421               |
|----------------------|--|
| Financial<br>Manager | Layne Slone Financial Manager  PO Box 47600 Olympia, Washington 98504-7600 Email: LNAK461@ecy.wa.gov Phone: (360) 407-7540         |
| Technical<br>Advisor | Doug Howie Senior Stormwater Engineer  PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444 |

Agreement No: WQC-2018-Spokan-00042

Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

#### **AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

| Washington State Department of Ecology |      | City of Spokane |      |
|--|------|-----------------|------|
| By:                                    |      | By:             |      |
| Heather R. Bartlett                    | Date | David A Condon  | Date |
| Water Quality                          |      | Mayor           |      |
| Program Manager                        |      |                 |      |
| Template Approved to Form by           |      |                 |      |
| Attorney General's Office              |      |                 |      |

Agreement No: WQC-2018-Spokan-00042

Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 1 **Task Cost:** \$10,000.00

Task Title: Project Administration/Management

#### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

- B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

#### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

#### **Task Expected Outcome:**

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

## **Project Administration/Management**

#### **Deliverables**

| Number | Description                    | <b>Due Date</b> |
|--------|--------------------------------|-----------------|
| 1.1    | Quarterly Progress Reports     |                 |
| 1.2    | Recipient Closeout Report      |                 |
| 1.3    | Project Outcome Summary Report |                 |

Agreement No: WQC-2018-Spokan-00042

Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 2 Task Cost: \$100,000.00

Task Title: Design Plans and Specs, Environmental Review

#### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
- 1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
- 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

Agreement No: WQC-2018-Spokan-00042

Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

#### Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

## <u>Task Expected Outcome:</u>

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Agreement No: WQC-2018-Spokan-00042

Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

Recipient Task Coordinator: Mark Papich

# Design Plans and Specs, Environmental Review

# **Deliverables**

| Number | Description   | <b>Due Date</b> |
|--------|---|-----------------|
| 2.1    | Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.2    | Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL. |                 |
| 2.3    | Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.4    | Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.5    | Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.6    | Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.7    | 90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete  |                 |
| 2.8    | Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.9    | Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.10   | List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.11   | Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.12   | Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |

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Project Title: CSO Basin 25 Stormwater Management

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 3 Task Cost: \$150,000.00

Task Title: Construction Management

#### Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that deviate from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation, and all other change orders for technical merit. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
- 1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
- 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

#### <u>Task Goal Statement:</u>

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

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# Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

# **Construction Management**

## **Deliverables**

| Number | Description  | <b>Due Date</b> |
|--------|--|-----------------|
| 3.1    | Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 3.2    | Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 3.3    | Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.  |                 |
| 3.4    | Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.   |                 |
| 3.5    | Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 3.6    | Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 3.7    | Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 3.8    | Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete. |                 |

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Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 4 **Task Cost:** \$961,207.00

Task Title: Construction

#### Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of a bioretention facility and conveyance piping. The project will mitigate runoff from approximately 16.2 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

#### Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

## <u>Task Expected Outcome:</u>

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, and dissolved zinc.

Recipient Task Coordinator: Mark Papich

#### Construction

#### **Deliverables**

| Number | Description   | <b>Due Date</b> |
|--------|---|-----------------|
| 4.1    | Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete. |                 |
| 4.2    | Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 4.3    | Construction progress reports and photos included in progress reports uploaded to EAGL.   |                 |
| 4.4    | Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.                             |                 |

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# **BUDGET**

# **Funding Distribution EG190108**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Funding Type: Grant Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019

Funding Source:

Title: SFAP-SFY18

Type: State Funding Source %: 100%

Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%

Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

| SFAP   | Task Total |            |
|--|------------|------------|
| Project Administration/Management            | \$         | 10,000.00  |
| Design Plans and Specs, Environmental Review | \$         | 100,000.00 |
| Construction Management                      | \$         | 150,000.00 |
| Construction                                 | \$         | 961,207.00 |

Total: \$ 1,221,207.00

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# **Funding Distribution Summary**

# Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Rec | cipient Share | Eco | ology Share | Total              |
|---------------------------|-------------------|-----|---------------|-----|-------------|--------------------|
| SFAP                      | 25.00 %           | \$  | 305,301.75    | \$  | 915,905.25  | \$<br>1,221,207.00 |
| Total                     |                   | \$  | 305,301.75    | \$  | 915,905.25  | \$<br>1,221,207.00 |

#### AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

#### SPECIAL TERMS AND CONDITIONS

**SECTION 1: DEFINITIONS** 

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

- "Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
- "Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
- "Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
- "Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
- "Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- "Centennial Clean Water Program" means the state program funded from various state sources.
- "Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.
- "Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.
- "Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

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"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

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"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

"Project Schedule" means that schedule for the project specified in the agreement.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or

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issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

# SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

- B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased

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with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

# **Documentation Options:**

- 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
- 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
- 3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
- d. Real Property Acquisition and Relocation Assistance.
- 1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
- 2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.
- e. Hazardous Substances.
- 1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
- i. No hazardous substances were found on the site, or

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- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
- 2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- 3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.
- f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

- C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.
- D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

- E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.
- F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

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- G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.
- H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.
- I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.
- J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.
- K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.
- L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
- 2. "Section 319 Initial Data Reporting" form in EAGL.
- A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.
- B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA

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logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

- "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
- C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
- D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

- A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting Uniform System of Accounting".
- B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
- C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single

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audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

- D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).
- E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.
- F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract

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administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

- 1. Entity's name with point of contact
- 2. Entity's mailing address, telephone number, and e-mail address
- 3. The procurement on which the entity bid or quoted, and when
- 4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

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H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Financial Capability Assessment Documentation
- 2. Opinion of RECIPIENT's Legal Council
- 3. Authorizing Ordinance or Resolution
- 4. Federal Funding Accountability and Transparency Act (FFATA) Form
- 5. CWSRF Federal Reporting Information form available in EAGL
- 6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
- 7. Cost and Effectiveness Analysis Certification Form
- A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.
- B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
- C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager

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before this agreement shall be signed by ECOLOGY.

- D. Equivalency Projects: (For designated equivalency projects only)
- 1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).
- E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
- F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

- G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
- H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.
- I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this

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loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

# J. Loan Repayment:

Sources of Loan Repayment

- 1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
- 2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
- 3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- 4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

- 5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
- 6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

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Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology Cashiering Unit P.O. Box 47611 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

- 2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
- 3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
- 4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the

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Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

- L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
- M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
- N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing

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requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"
- P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

- Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:
- 1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

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- 2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
- 3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
- 4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.
- S. Termination and Default:

Termination and Default Events

- 1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
- 2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
- 3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
- 4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide

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to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

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Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

#### **GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

# A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- 2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for

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reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <a href="http://www.sam.gov">http://www.sam.gov</a> and print a copy of completed searches to document proof of compliance.

# B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at <a href="https://www.fsrs.gov/">www.fsrs.gov/</a> within 30 days of agreement signature. The FFATA information will be available to the public at <a href="https://www.usaspending.gov/">www.usaspending.gov/</a>.

For more details on FFATA requirements, see <a href="www.fsrs.gov">www.fsrs.gov</a> <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>.

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# GENERAL TERMS AND CONDITIONS

# Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

# 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

# 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

## RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form. RECIPIENT shall:
- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

# 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

## 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

# 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

# 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

# 20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

# 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

#### 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

#### 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

# 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

#### 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

# 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing,

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

#### 27. TERMINATION

#### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

#### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

# c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

# d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

# 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

| SPOKANE Agenda Sheet      | Date Rec'd   | 12/3/2018      |               |
|---------------------------|--|----------------|---------------|
| 12/17/2018                |  | Clerk's File # | OPR 2018-0805 |
|                           |  | Renews #       |               |
| Submitting Dept           | INTEGRATED CAPITAL                                   | Cross Ref #    |               |
|                           | MANAGEMENT   |                |               |
| <b>Contact Name/Phone</b> | MARK PAPICH 625-6310                                 | Project #      | 2015130       |
| Contact E-Mail            | MPAPICH@SPOKANECITY.ORG                              | Bid #          |               |
| Agenda Item Type          | Contract Item  | Requisition #  |               |
| Agenda Item Name          | 4250 - DOE GRANT AGREEMENT WQC - 2018-SPOKAN - 00018 |                |               |

# **Agenda Wording**

Grant agreement with Washington State Department of Ecology for building the Erie Stormwater Facility.

# **Summary (Background)**

The Department of Ecology has awarded the City of Spokane three grants for stormwater improvement projects to improve water quality in the Spokane River. These grants were awarded based on a competitive application process. Due to delays in the State's capital budget, these grants span two funding cycles. The City will have a 25% match on the grants. These revenue and expenses are budgeted and consistent with the 6-year Capital Program. Erie Stormwater Facility is one of the grants.

| Fiscal Impact Gran           | nt related? YES     | <b>Budget Account</b>         |                      |  |  |
|------------------------------|---------------------|-------------------------------|----------------------|--|--|
| Publ                         | lic Works? YES      |                               |                      |  |  |
| Revenue <b>\$</b> 1,031,477. | 50                  | # 4250-98817-99999-3343       | 31-14353             |  |  |
| Select \$                    |                     | #                             |                      |  |  |
| Select \$                    |                     | #                             |                      |  |  |
| Select \$                    |                     | #                             |                      |  |  |
| <u>Approvals</u>             |                     | <b>Council Notification</b>   | <u>s</u>             |  |  |
| Dept Head                    | MILLER, KATHERINE E | Study Session                 |                      |  |  |
| <b>Division Director</b>     | SIMMONS, SCOTT M.   | <u>Other</u>                  | Public Works 9/12/16 |  |  |
| <u>Finance</u>               | ALBIN-MOORE, ANGELA | Distribution List             |                      |  |  |
| Legal                        | SCHOEDEL, ELIZABETH | eraea@spokanecity.org         |                      |  |  |
| For the Mayor                | ORMSBY, MICHAEL     | mpapich@spokanecity.org       |                      |  |  |
| Additional Approvals         |                     | mdavis@spokanecity.org        |                      |  |  |
| <u>Purchasing</u>            |                     | mdoval@spokanecity.org        |                      |  |  |
| GRANTS &                     | STOPHER, SALLY      | icmaccounting@spokanecity.org |                      |  |  |
| CONTRACT MGMT                |                     |                               |                      |  |  |
|                              |                     |                               |                      |  |  |
|                              |                     |                               |                      |  |  |

# **BRIEFING PAPER**

# Public Works Committee Integrated Capital Management

September 12, 2016

# Subject:

Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

# **Background:**

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants will fund design and construction projects. The suggested projects listed below have been identified from the draft Six Year Stormwater Program.

## SFAP 2018 Grants

| Project                               | Construction | Grant Amoun |           |
|---------------------------------------|--------------|-------------|-----------|
|                                       | Year         |             |           |
| Erie Stormwater Facility              | 2018         | \$          | 1,300,000 |
| CSO Basins 14&15 Green Infrastructure | 2017         | \$          | 1,000,000 |
| CSO Basin 25 Stormwater Separation    | 2017         | \$          | 1,250,000 |
| N Monroe (Indiana to Cora) Stormwater | 2018         | \$          | 1,380,000 |
| TOTAL                                 |              | \$          | 5,930,000 |

The attached list of projects is being presented to Council for approval prior to the October 21, 2016 application submission date.

# Impact:

There is a 25% match required for the Ecology grants. The maximum funding through this program is \$5 Million per jurisdiction.

# **Action:**

Recommend approval of the attached lists of proposed applications.

# **Funding:**

The Ecology grants are funded by State capital stormwater monies.



# Agreement No. WQC-2018-Spokan-00018

# WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

#### **BETWEEN**

#### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

# **AND**

#### CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### **GENERAL INFORMATION**

Project Title: Erie Stormwater Facility

Total Cost: \$1,344,510.00
Total Eligible Cost: \$1,344,510.00
Ecology Share: \$1,031,477.50
Recipient Share: \$313,032.50
The Effective Date of this Agreement is: 07/01/2017
The Expiration Date of this Agreement is no later than: 06/30/2021

Project Type: Stormwater Facility

# **Project Short Description:**

This project will improve water quality in the Spokane River through installation of a bioretention swale with underdrain, storage vault and pump, and drywells on the west side of Erie Street adjacent to the Spokane River in the City of Spokane. This project will provide treatment for total suspended solids (TSS), oil (Total Petroleum Hydrocarbons), and dissolved copper and zinc by increasing stormwater infiltration and providing stormwater detention.

# Project Long Description:

The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake, flowing through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO). There are also two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

impacted by pollutants known to be transported into surface waters by untreated stormwater.

This project is located in the University District, on the west side of Erie St. adjacent to the Spokane River, and will treat stormwater from about 13.6 acres of the Union Basin. The Union Basin (approximately 29 acres of pollution generating impervious surface (PGIS)) is located between I-90 and the Spokane River, east of the Hamilton Street Bridge, and is zoned for heavy and light industrial land use. The RECIPIENT and ECOLOGY identified the Union Basin as a high contributor of PCBs and other industrial pollutants to the Spokane River by sampling catch basin sediment throughout the basin. This project will treat stormwater from about 13.6 acres that currently collects into a municipal separated storm sewer system (MS4), and discharges, untreated, directly to the Spokane River. In 2016 the Recipient completed the Union Basin Stormwater Improvement Project (Ecology grant G1400370) which collects and treats about 9.4 acres. The remaining PGIS area in the basin consists of rooftops and parking areas that are not connected to the MS4.

The Union Basin MS4 consists of catch basins and conveyance pipes that connect to a trunk line along Trent Avenue that outlets to the river. The outfall is currently shared with a combined sewer overflow (CSO) outfall from Spokane's CSO Basin 34. Stormwater will continue to flow through the Union Basin MS4 system; however, the Recipient will divert the MS4 outlet pipe from the Spokane River into a vault, and then pump it up to a centralized bioretention swale for treatment. An underdrain system in the bioretention swale will convey treated stormwater to four new drywells east of the bioretention area for discharge into native soils. Due to high groundwater and soil contamination in the project area, the bioretention swale will have a PVC or clay lining. An overflow to the existing outfall pipe will be retained to manage extreme storm events within the basin.

The RECIPIENT chose to divert stormwater at the lowest possible point prior to the current outfall so they could prevent the bulk of stormwater runoff from reaching the river. They chose bioretention soil media to treat the stormwatwer for total suspended solids (TSS), oil (Total Petroleum Hydrocarbons), and dissolved copper and zinc.

#### Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

# RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280 DUNS Number: 115528189

Mailing Address: 44 W Riverside

Spokane, WA 99201

Physical Address: 44 W Riverside

Spokane, Washington 99201-3343

Organization Email: shimelspach@spokanecity.org

Organization Fax: (509) 343-5760

# **Contacts**

| Project Manager         | Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310 |
|-------------------------|--|
| Billing Contact         | Kevan Brooks Accountant II  808 W Spokane Falls Blvd, Spokane, Washington 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045 |
| Authorized<br>Signatory | David A Condon Mayor  808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250         |

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

# **ECOLOGY INFORMATION**

Mailing Address: Department of Ecology

Water Quality PO BOX 47600

Olympia, WA 98504-7600

Physical Address: Water Quality

300 Desmond Drive SE Lacey, WA 98503

# **Contacts**

| Project<br>Manager   | Brandy Reynecke  4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421               |
|----------------------|--|
| Financial<br>Manager | Brandy Reynecke  4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421               |
| Technical<br>Advisor | Doug Howie Senior Stormwater Engineer  PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444 |

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

#### **AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

| Washington State Department of Ecology |      | City of Spokane |      |  |  |  |
|--|------|-----------------|------|--|--|--|
| Ву:                                    |      | By:             |      |  |  |  |
| Heather R. Bartlett                    | Date | David A Condon  | Date |  |  |  |
| Water Quality                          |      | Mayor           |      |  |  |  |
| Program Manager                        |      |                 |      |  |  |  |
| Template Approved to Form by           |      |                 |      |  |  |  |

Attorney General's Office

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Project Administration/Management

# Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

- B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

#### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

# **Task Expected Outcome:**

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

# **Project Administration/Management**

#### **Deliverables**

| Number | Description                    | <b>Due Date</b> |
|--------|--------------------------------|-----------------|
| 1.1    | Quarterly Progress Reports     |                 |
| 1.2    | Recipient Closeout Report      |                 |
| 1.3    | Project Outcome Summary Report |                 |

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 2 **Task Cost:** \$92,380.00

Task Title: Design Plans and Specs, Environmental Review

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
- 1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
- 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload a digital copy of the items listed below to EAGL for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will upload a digital copy of the Final Bid Package to EAGL for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

## Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

# Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

Recipient Task Coordinator: Mark Papich

# **Design Plans and Specs, Environmental Review**

# **Deliverables**

| Number | Description   | <b>Due Date</b> |
|--------|---|-----------------|
| 2.1    | Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.2    | Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL. |                 |
| 2.3    | Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.4    | Design Report. Upload one copy of the Design Report to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.5    | Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.6    | Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.7    | 90 Percent Design Package. Upload one copy of the 90-Percent Design Package to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.8    | Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.9    | Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.10   | List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.11   | Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.12   | Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 3 Task Cost: \$138,570.00

Task Title: Construction Management

## Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

- E. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- F. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
- 1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
- 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

#### Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

# Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

# **Construction Management**

# **Deliverables**

| Number | umber Description  |  |  |  |
|--------|--|--|--|--|
| 3.1    | Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.   |  |  |  |
| 3.2    | Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.  |  |  |  |
| 3.3    | Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.  |  |  |  |
| 3.4    | Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.   |  |  |  |
| 3.5    | Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.  |  |  |  |
| 3.6    | Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.   |  |  |  |
| 3.7    | Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.  |  |  |  |
| 3.8    | Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete. |  |  |  |

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 4 Task Cost: \$1,113,560.00

Task Title: Construction

# Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of the storage tank, pumps, drywells, and bioretention area to mitigate runoff from 13.59 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Section D of the document, "Design Deliverables for Projects with Ecology Funding" (https://ecology.wa.gov/DOE/files/93/930ea880-3989-4ac3-9b6b-ae6dd7b0151c.pdf)

#### Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

# <u>Task Expected Outcome:</u>

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (Total Petroleum Hydrocarbons), dissolved copper and zinc.

Recipient Task Coordinator: Mark Papich

# Construction

#### **Deliverables**

| Number | Description   | <b>Due Date</b> |
|--------|---|-----------------|
| 4.1    | Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete. |                 |
| 4.2    | Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 4.3    | Construction progress reports and photos included in progress reports uploaded to EAGL.   |                 |
| 4.4    | Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.                             |                 |

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

# **BUDGET**

# **Funding Distribution EG190223**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Green Retrofit Incentive Funding Type: Grant Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2021

Funding Source:

Title: SFAP-SFY18

Type: State Funding Source %: 100%

Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

| SFAP Green Retrofit Incentive                |    | Task Total |  |  |
|--|----|------------|--|--|
| Design Plans and Specs, Environmental Review | \$ | 92,380.00  |  |  |

Total: \$ 92,380.00

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

#### **BUDGET**

# **Funding Distribution EG190224**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Funding Type: Grant Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2021

Funding Source:

Title: SFAP-SFY17 (WQC-2017)

Type: State Funding Source %: 95.04%

Description: Funds come from the Model Toxic Control Account and State Building

Construction Account. It funds projects that reduce the environmental impact of

Stormwater pollution

Title: SFAP-SFY18

Type: State Funding Source %: 4.96%

Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

| SFAP   |    | Task Total   |  |
|--|----|--------------|--|
| Project Administration/Management            | \$ | 0.00         |  |
| Design Plans and Specs, Environmental Review | \$ | 0.00         |  |
| Construction Management                      | \$ | 138,570.00   |  |
| Construction                                 | \$ | 1,113,560.00 |  |

Total: \$ 1,252,130.00

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
Recipient Name: City of Spokane

#### **Funding Distribution Summary**

# Recipient / Ecology Share

| Funding Distribution Name     | Recipient Match % | Recipient Share |       | Recipient Share Ecology Share |              | Total              |
|-------------------------------|-------------------|-----------------|-------|-------------------------------|--------------|--------------------|
| SFAP                          | 25.00 %           | \$ 313,00       | 32.50 | \$                            | 939,097.50   | \$<br>1,252,130.00 |
| SFAP Green Retrofit Incentive | 0.00 %            | \$              | 0.00  | \$                            | 92,380.00    | \$<br>92,380.00    |
| Total                         |                   | \$ 313,03       | 32.50 | \$ 1                          | 1,031,477.50 | \$<br>1,344,510.00 |

#### AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

#### SPECIAL TERMS AND CONDITIONS

**SECTION 1: DEFINITIONS** 

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

- "Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
- "Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
- "Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
- "Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
- "Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- "Centennial Clean Water Program" means the state program funded from various state sources.
- "Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.
- "Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

Agreement No: WQC-2018-Spokan-00018
Project Title: Erie Stormwater Facility
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"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the

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loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

"Project Schedule" means that schedule for the project specified in the agreement.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

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"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

# SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

- B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

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b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

#### **Documentation Options:**

- 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
- 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
- 3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
- d. Real Property Acquisition and Relocation Assistance.
- 1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
- 2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.
- e. Hazardous Substances.
- 1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

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- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
- 2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- 3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.
- f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

- C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.
- D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

- E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.
- F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant

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signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

- G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.
- H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.
- I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.
- J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.
- K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.
- L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
- 2. "Section 319 Initial Data Reporting" form in EAGL.
- A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

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B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

- C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
- D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

- A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting Uniform System of Accounting".
- B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
- C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report

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Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

- D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).
- E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.
- F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

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Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

- 1. Entity's name with point of contact
- 2. Entity's mailing address, telephone number, and e-mail address
- 3. The procurement on which the entity bid or quoted, and when
- 4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive

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H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Financial Capability Assessment Documentation
- 2. Opinion of RECIPIENT's Legal Council
- 3. Authorizing Ordinance or Resolution
- 4. Federal Funding Accountability and Transparency Act (FFATA) Form
- 5. CWSRF Federal Reporting Information form available in EAGL
- 6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
- 7. Cost and Effectiveness Analysis Certification Form
- A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.
- B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
- C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington,

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including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

- D. Equivalency Projects: (For designated equivalency projects only)
- 1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).
- E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
- F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

- G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
- H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.
- I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

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When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

#### J. Loan Repayment:

Sources of Loan Repayment

- 1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
- 2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
- 3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- 4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

- 5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
- 6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

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(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology Cashiering Unit P.O. Box 47611 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

- 2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
- 3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
- 4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the

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outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

- L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
- M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
- N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"
- P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

- Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:
- 1. The facilities or property transferred are not material to the operation of the funded Utility, or have become

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unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

- 2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
- 3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
- 4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.
- S. Termination and Default:

Termination and Default Events

- 1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
- 2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
- 3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
- 4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff)

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shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

#### GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

# A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- 2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

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8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <a href="http://www.sam.gov">http://www.sam.gov</a> and print a copy of completed searches to document proof of compliance.

# B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at <a href="https://www.fsrs.gov/">www.fsrs.gov/</a> within 30 days of agreement signature. The FFATA information will be available to the public at <a href="https://www.usaspending.gov/">www.usaspending.gov/</a>.

For more details on FFATA requirements, see <a href="www.fsrs.gov">www.fsrs.gov</a> <a href="http://www.fsrs.gov/">http://www.fsrs.gov/></a>.

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#### GENERAL TERMS AND CONDITIONS

# Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

# 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

#### RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form. RECIPIENT shall:
- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

## 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT,

when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

# 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

# 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

# 20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

#### 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

#### 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

#### 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing,

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

## 27. TERMINATION

#### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

#### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

## c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

## d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

## 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

| SPOKANE Agenda Sheet      | for City Council Meeting of:   | Date Rec'd           | 12/3/2018     |
|---------------------------|--------------------------------|----------------------|---------------|
| 12/17/2018                |                                | Clerk's File #       | OPR 2018-0806 |
|                           |                                | Renews #             |               |
| Submitting Dept           | INTEGRATED CAPITAL             | Cross Ref #          |               |
|                           | MANAGEMENT                     |                      |               |
| <b>Contact Name/Phone</b> | MARK PAPICH 625-6310           | Project #            | 2016199       |
| <b>Contact E-Mail</b>     | MPAPICH@SPOKANECITY.ORG        | Bid #                |               |
| Agenda Item Type          | Contract Item                  | Requisition #        |               |
| Agenda Item Name          | 4250 - DOE GRANT AGREEMENT WQC | - 2017 - SPOKAN - 00 | 014           |

## **Agenda Wording**

Grant agreement with Washington State Department of Ecology for building the Third Avenue Stormsewer from Sherman Street to Arthur Street (Pacific and Perry Infiltration Facility).

## **Summary (Background)**

The Department of Ecology has awarded the City of Spokane three grants for stormwater improvement projects to improve water quality in the Spokane River. These grants were awarded based on a competitive application process. Due to delays in the State's capital budget, these grants span two funding cycles. The City will have a 25% match on the grants. These revenue and expenses are budgeted and consistent with the 6-year Capital Program. Third Avenue Stormsewer is one of the grants.

| _                             |                     |                              |          |
|-------------------------------|---------------------|------------------------------|----------|
| Fiscal Impact Grant           | t related? YES      | <b>Budget Account</b>        |          |
| Public                        | c Works? YES        |                              |          |
| Revenue <b>\$</b> 778,021,.50 |                     | # 4250-98817-99999-33432     | L-14381  |
| Select \$                     |                     | #                            |          |
| Select \$                     |                     | #                            |          |
| Select \$                     |                     | #                            |          |
| Approvals                     |                     | <b>Council Notifications</b> | <u> </u> |
| Dept Head                     | MILLER, KATHERINE E | Study Session                |          |
| <b>Division Director</b>      | SIMMONS, SCOTT M.   | <u>Other</u>                 |          |
| <u>Finance</u>                | ALBIN-MOORE, ANGELA | <b>Distribution List</b>     |          |
| <u>Legal</u>                  | SCHOEDEL, ELIZABETH | eraea@spokanecity.org        |          |
| For the Mayor                 | ORMSBY, MICHAEL     | mpapich@spokanecity.org      |          |
| <b>Additional Approval</b>    | <u>s</u>            | mdavis@spokanecity.org       |          |
| <u>Purchasing</u>             |                     | mdoval@spokanecity.org       |          |
| GRANTS &                      | STOPHER, SALLY      | icmaccounting@spokanecity    | y.org    |
| CONTRACT MGMT                 |                     |                              |          |
|                               |                     |                              |          |
|                               |                     |                              |          |

## **ORDINANCE NO. C35326**

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIXYEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2016 THROUGH 2021, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2016 through 2021) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 23, 2014 by Council Resolution 2014-0068, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 28, 2015, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted public workshops regarding the CIP on October 14 and October 28, 2015; and

WHEREAS, after providing appropriate public notices, on November 11, 2015, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on September 4, 2015, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CPI. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. <u>Amendment</u>. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2016-2021), as set forth in the attached Citywide Capital Improvement Program (2016-2021).

Section 2. <u>Authorization to Seek Funding</u>. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2016-2021).

| Section 3. <u>Effective Date</u> . The NUCLY 16, 30/6 | nis ordinance shall take effect and be in force on |
|---|--|
| PASSED BY THE CITY COUNCIL O                          | ON Sumber 7, , , 2015                              |
|   | Council President                                  |
| Attest:   | Approved as to form:                               |
| City Clerk City Clerk                                 | Assistant City Attorney                            |
| Mayor A. C.   |  |
| ·   | January le. 20/6                                   |

## **Wastewater Management/Stormwater**

## **Pacific & Perry Stormwater Facility**

WWM-2015-84

## **Executive Summary**

A series of bio-retention swales to treat and infiltrate stormwater in the area.

## **Project Justification**

Stormwater from WSDOT, CSO Basin 33c, and the surrounding areas will be removed from the combined sewer or the City-owned outfall pipe to the Spokane River. Any flows from this pipe are the City's responsibility, including flows that originate on I90.

This project meets the following comprehensive plan goals and/or policies:

CFU 1 adequate public facilities CFU 3 Coordination CFU 5 Environmental Concerns NE 1 Water Quality

#### Location

Other Location

Perry from Pacific to 2nd Ave

## **Project Status**

Active

planning

#### **External Factors**

Council approval of capital budget

#### **Maintenance**

Maintenance of capital facilities, buildings and infrastructure has an impact on a Department's operating budget, and thus routine maintenance costs for new and ongoing projects are identified in the table below.

|                             | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | Total |
|-----------------------------|------|------|------|------|------|------|-------|
| Expected Annual Maintenance | \$0  | \$0  | \$0  | \$0  | \$0  | \$0  | \$0   |

## **Maintenance Comments**

## Wastewater Management/Stormwater

# **Pacific & Perry Stormwater Facility**

WWM-2015-84

## **Spending**

| Project Phase | Spending to Date |             | Estimated Spending |           |      |      |      |              | Total       |
|---------------|------------------|-------------|--------------------|-----------|------|------|------|--------------|-------------|
|               | Bate             | 2016        | 2017               | 2018      | 2019 | 2020 | 2021 | 6 Year Total |             |
| Construction  | \$0              | \$1,300,000 | \$800,000          | \$400,000 | \$0  | \$0  | \$0  | \$2,500,000  | \$2,500,000 |
| Design        | \$50,000         | \$150,000   | \$80,000           | \$20,000  | \$0  | \$0  | \$0  | \$250,000    | \$300,000   |
| Total         | \$50,000         | \$1,450,000 | \$880,000          | \$420,000 | \$0  | \$0  | \$0  | \$2,750,000  | \$2,800,000 |

## **Funding**

| Funding<br>Name | Source | Status* | Funding<br>to Date | Estimated Funding |           |           |      |      |      |             |
|-----------------|--------|---------|--------------------|-------------------|-----------|-----------|------|------|------|-------------|
|                 |        |         |                    | 2016              | 2017      | 2018      | 2019 | 2020 | 2021 | Total       |
| Utility Rates   | Local  | Funded  | \$50,000           | \$1,450,000       | \$880,000 | \$420,000 | \$0  | \$0  | \$0  | \$2,800,000 |
| Total           |        |         | \$50,000           | \$1,450,000       | \$880,000 | \$420,000 | \$0  | \$0  | \$0  | \$2,800,000 |

## \*Status definitions

- Unidentified: Funding source has not yet been determined
- Identified: Funding source has been found, but not yet requested
- Applied: Grant or loan application has been submitted, or budget has been requested
- Awarded: Grant or loan has been offered but the contract has not yet been signed or budget has not yet been approved by Council
- Encumbered: Project contract has been signed and funds have been allocated to spend on the project

Funding amounts in red reflect sources that are unidentified, identified, or anticipated.



# Agreement No. WQC-2017-Spokan-00014

#### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

#### **BETWEEN**

#### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

## **AND**

#### CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### **GENERAL INFORMATION**

Project Title: Pacific and Perry Infiltration Facility

Total Cost:\$1,037,362.00Total Eligible Cost:\$1,037,362.00Ecology Share:\$778,021.50Recipient Share:\$259,340.50The Effective Date of this Agreement is:07/01/2017The Expiration Date of this Agreement is no later than:06/30/2020

Project Type: Stormwater Facility

## **Project Short Description:**

This project will improve water quality in the Spokane River through installation of conveyance piping to an existing bioinfiltration facility at Pacific Ave. and Perry St. in the City of Spokane. This project will provide treatment for Total Suspended Solids (TSS) and oil (Total Petroleum Hydrocarbons). The project will reduce flows to the Spokane River by increasing stormwater infiltration. Additional benefits of this project include reduced combined sewage overflows.

## **Project Long Description:**

The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake, flowing through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO). There are also two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

impacted by pollutants known to be transported into surface waters by untreated stormwater.

The RECIPIENT has an extensive combined storm and sanity sewer (CSO) system that discharges combined sewer overflows directly to the Spokane River during large storm events. In 2016, the RECIPIENT installed a bioinfiltration facility located at E. Pacific Ave. and S. Perry St., adjacent to the I-90 and Hamilton (SR 290) interchange, in the East Central neighborhood in Spokane. The bioinfiltration facility treats stormwater from CSO basin 33c, and the residential areas surrounding the facility. Land use in the contributing area includes centers and corridors, general commercial, single family residential, and light industrial. Currently, the bioinfiltration facility is treating runoff from 8 acres.

The RECIPIENT will separate stormwater from 0.4 miles of 2nd Avenue (Scott St. to Perry St), and 0.4 miles of 3rd Avenue (Sherman St. to Arthur St.) by installing new conveyance piping, increasing the contributing area by 7.21 acres (2.62 fom 2nd Ave., 4.59 from 3rd Ave.). The existing bioinfiltration facility has capacity to treat and infiltrate the additional area draining to it without modifications. This phase of the project will connect the conveyance pipes to the bioinfiltration facility. Completing the separation of stormwater from the CSO system and treating it with the bioinfiltration facility, will reduce direct discharges of TSS, total phosphorus, dissolved metals, and PCBs to the Spokane River by infiltrating treated runoff and reducing CSO discharges.

#### Overall Goal:

This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

## RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280 DUNS Number: 115528189

Mailing Address: 44 W Riverside

Spokane, WA 99201

Physical Address: 44 W Riverside

Spokane, Washington 99201-3343

Organization Email: shimelspach@spokanecity.org

Organization Fax: (509) 343-5760

## **Contacts**

| Project Manager         | Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310 |
|-------------------------|--|
| Billing Contact         | Lauren Berry Accountant  808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lberry@spokanecity.org Phone: (509) 625-6042     |
| Authorized<br>Signatory | David A Condon Mayor  808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250         |

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

## **ECOLOGY INFORMATION**

Mailing Address: Department of Ecology

Water Quality PO BOX 47600

Olympia, WA 98504-7600

Physical Address: Water Quality

300 Desmond Drive SE Lacey, WA 98503

## **Contacts**

| Project<br>Manager   | Brandy Reynecke  4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421 |
|----------------------|--|
| Financial<br>Manager | Brandy Reynecke  4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421 |
| Technical<br>Advisor | Tim Duda  PO Box 47600 Olympia, Washington 98504-7600 Email: TDUD461@ecy.wa.gov Phone: (360) 407-6684                |

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

#### **AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

| Washington State Department of Ecology |      | City of Spokane |      |
|--|------|-----------------|------|
| By:                                    |      | By:             |      |
| Heather R. Bartlett                    | Date | David A Condon  | Date |
| Water Quality                          |      | Mayor           |      |
| Program Manager                        |      |                 |      |
| Template Approved to Form by           |      |                 |      |

Attorney General's Office

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Project Administration/Management

## Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

- B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

## Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

## <u>Task Expected Outcome:</u>

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

## **Project Administration/Management**

#### **Deliverables**

| Number | Description                    | <b>Due Date</b> |
|--------|--------------------------------|-----------------|
| 1.1    | Quarterly Progress Reports     |                 |
| 1.2    | Recipient Closeout Report      |                 |
| 1.3    | Project Outcome Summary Report |                 |

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 2 Task Cost: \$0.00

Task Title: Design Plans and Specs, Environmental Review

## Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
- 1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
- 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

## Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

## Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

Recipient Task Coordinator: Mark Papich

# Design Plans and Specs, Environmental Review

# **Deliverables**

| Number | Description   | <b>Due Date</b> |
|--------|---|-----------------|
| 2.1    | Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.2    | Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL. |                 |
| 2.3    | Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.4    | Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.5    | Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.6    | Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.7    | 90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.8    | Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.9    | Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.10   | List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 2.11   | Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 2.12   | Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 3 Task Cost: \$0.00

Task Title: Construction Management

## Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that deviate from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation, and all other change orders for technical merit. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
- 1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
- 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-accepted equivalent. The project area should include features for treatment facilities and contributing areas.

#### <u>Task Goal Statement:</u>

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

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Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

# Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

# **Construction Management**

## **Deliverables**

| Number | Description  | <b>Due Date</b> |
|--------|--|-----------------|
| 3.1    | Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 3.2    | Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 3.3    | Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.  |                 |
| 3.4    | Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.   |                 |
| 3.5    | Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 3.6    | Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.   |                 |
| 3.7    | Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 3.8    | Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete. |                 |

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 4 Task Cost: \$1,037,362.00

Task Title: Construction

## Task Description:

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. They will install conveyance piping from CSO Basin 33-c to the Pacific and Perry infiltration facility, to mitigate runoff from approximately 7.20 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

#### Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

## <u>Task Expected Outcome:</u>

Constructed project will provide water quality benefits including reductions Total Suspended Solids (TSS) and oil (Total Petroleum Hydrocarbons).

Recipient Task Coordinator: Mark Papich

## Construction

## **Deliverables**

| Number | Description   | <b>Due Date</b> |
|--------|---|-----------------|
| 4.1    | Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete. |                 |
| 4.2    | Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.  |                 |
| 4.3    | Construction progress reports and photos included in progress reports uploaded to EAGL.   |                 |
| 4.4    | Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.                             |                 |

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Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

## **BUDGET**

## **Funding Distribution EG190207**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Funding Type: Grant Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2020

Funding Source:

Title: SFAP - SFY17

Type: State Funding Source %: 100%

Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

| SFAP   |    | Task Total   |  |  |
|--|----|--------------|--|--|
| Project Administration/Management            | \$ | 0.00         |  |  |
| Design Plans and Specs, Environmental Review | \$ | 0.00         |  |  |
| Construction Management                      |    | 0.00         |  |  |
| Construction                                 | \$ | 1,037,362.00 |  |  |

Total: \$ 1,037,362.00

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Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

## **Funding Distribution Summary**

## Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share |            | <b>Ecology Share</b> |            | Total |              |
|---------------------------|-------------------|-----------------|------------|----------------------|------------|-------|--------------|
| SFAP                      | 25.00 %           | \$              | 259,340.50 | \$                   | 778,021.50 | \$    | 1,037,362.00 |
| Total                     |                   | \$              | 259,340.50 | \$                   | 778,021.50 | \$    | 1,037,362.00 |

## AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

#### SPECIAL TERMS AND CONDITIONS

**SECTION 1: DEFINITIONS** 

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

- "Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
- "Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
- "Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
- "Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
- "Centennial Clean Water Program" means the state program funded from various state sources.
- "Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.
- "Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.
- "Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.
- "Effective Date" means the earliest date on which eligible costs may be incurred.
- "Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

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"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

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"Loan Fund" means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed.

"Project Schedule" means that schedule for the project specified in the agreement.

"Reserve Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

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"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

- C. Cultural Resources: The RECIPIENT shall:
- 1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.
- 2) The RECIPIENT shall comply with Ecology's Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available upon request by any party. The IDP must be readily available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in

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the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives, if human remains, cultural, or archeological resources are discovered in the course of ground disturbing activities. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

- E. Equipment Purchase: Equipment not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase.
- F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.
- G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.
- H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.
- I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.
- J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.
- K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

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L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
- 2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.
- A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project.
- B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

- "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
- C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reductions for each best management practice (BMP) installed as a part of this project.
- D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

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# SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

- B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.
- C. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).
- D. Consultant Cap: The RECIPIENT shall ensure that loan or grant funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. The Executive Schedule can be found at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9 for additional information.
- E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.
- F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.
- Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:
- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government

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RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, and State and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors,

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engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

- 1. Entity's name with point of contact
- 2. Entity's mailing address, telephone number, and e-mail address
- 3. The procurement on which the entity bid or quoted, and when
- 4. Entity's status as an MBE/WBE or non-MBE/WBE
- G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
- H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.
- I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Opinion of RECIPIENT's Legal Council
- 2. Authorizing Ordinance or Resolution
- 3. Federal Funding Accountability and Transparency Act (FFATA) Form
- 4. CWSRF Federal Reporting Information form available in EAGL

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- 5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction)
- A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.
- B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
- C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.
- D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
- E. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.
- F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.
- G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
- H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

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When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

## I. Loan Repayment:

Sources of Loan Repayment

- 1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
- 2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
- 3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- 4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

- 5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
- 6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan. If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:
- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

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Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

## Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology Cashiering Unit P.O. Box 47611 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

- 2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
- 3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
- 4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office

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#### J. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations. Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

"Reserve Account" means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

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RECIPIENT" to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

- N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.
- O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

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state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

- P. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:
- 1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or
- 2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or
- 3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
- 4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

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- 2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
- 3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
- 4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

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Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WATER QUALITY COMBINED FINANCIAL ASSISTANCE TERMS AND CONDITIONS LAST UPDATED ON 10/04/2016

#### **GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

# A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- 2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant,

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person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

- 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <a href="http://www.sam.gov">http://www.sam.gov</a> and print a copy of completed searches to document proof of compliance.

# B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at <a href="https://www.fsrs.gov/">www.fsrs.gov/</a> within 30 days of agreement signature. The FFATA information will be available to the public at <a href="https://www.usaspending.gov/">www.usaspending.gov/</a>.

For more details on FFATA requirements, see <a href="www.fsrs.gov">www.fsrs.gov</a> <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>.

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#### **GENERAL TERMS AND CONDITIONS**

#### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

#### RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form. RECIPIENT shall:
- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

#### 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

#### 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

#### 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

#### 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

#### 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

#### 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing,

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

#### 27. TERMINATION

#### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

#### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

#### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

#### d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: WQC-2017-Spokan-00014
Project Title: Pacific and Perry Infiltration Facility

Recipient Name: City of Spokane

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

| SPOKANE Agenda Sheet      | Date Rec'd  | 12/6/2018      |               |
|---------------------------|---|----------------|---------------|
| 12/17/2018                |   | Clerk's File # | OPR 2015-0030 |
|                           |   | Renews #       |               |
| <b>Submitting Dept</b>    | PUBLIC WORKS  | Cross Ref #    |               |
| <b>Contact Name/Phone</b> | CORIN MORSE 625-6855  | Project #      |               |
| <b>Contact E-Mail</b>     | CMORSE@SPOKANECITY.ORG                                      | Bid #          |               |
| Agenda Item Type          | Contract Item   | Requisition #  | CR 19928      |
| Agenda Item Name          | 5200 - SERVICE MANAGEMENT EXTENSION - FAIRFAX IMAGING, INC. |                |               |

## **Agenda Wording**

Service Maintenance Agreement Extension with Fairfax Imaging, Inc. for an amount not to exceed \$16,051.54.

# **Summary (Background)**

The Interlocal Agreement was approved on September 24, 2018 and fully signed as of November 6, 2018. Planning, programming and testing the new process has been ongoing and expected to reach full implementation as of February, 2019. The need to extend this agreement is to cover possible service and repairs until we are able to launch payment processing to Spokane County.

| Fiscal I                                   | <u>mpact</u>    | Grant related?         | NO                | <b>Budget Accou</b>     | <u>nt</u> |
|--|-----------------|------------------------|-------------------|-------------------------|-----------|
|  |                 | Public Works?          | NO                |                         |           |
| Expense                                    | <b>\$</b> 16,0! | 51.54                  |                   | <b>#</b> 5200 72700 381 | 48 54820  |
| Select                                     | \$              |                        |                   | #                       |           |
| Select                                     | \$              |                        |                   | #                       |           |
| Select                                     | \$              |                        |                   | #                       |           |
| Approva                                    | als_            |                        |                   | <b>Council Notific</b>  | cations   |
| Dept Hea                                   | <u>nd</u>       | SIMMO                  | NS, SCOTT M.      | Study Session           |           |
| <b>Division Director</b> SIMMONS, SCOTT M. |                 | NS, SCOTT M.           | Other             | SRC 12/17/18            |           |
| Finance ORLOB, KIMBERLY                    |                 | <b>Distribution Li</b> | Distribution List |                         |           |
| Legal ODLE, MARI eraea@                    |                 | eraea@spokanecity      | y.org             |                         |           |
| For the M                                  | <u>layor</u>    | ORMSB                  | Y, MICHAEL        | oksanasalem@ffxir       | ng.com    |
| Addition                                   | nal App         | rovals                 |                   | cmorse@spokanec         | ity.org   |
| <u>Purchasi</u>                            | ing             | PRINCE,                | THEA              | itadmin@spokaned        | city.org  |
|  |                 |                        |                   |                         |           |
|  |                 |                        |                   |                         |           |
|  | •               |                        |                   |                         |           |

# **Briefing Paper Sustainable Resources Committee**

| Division & Department:   | Public Works & Utility Billing Program   |  |  |
|--|--|--|--|
| Subject:   | Payment Processing   |  |  |
| Date:  | December 17, 2018  |  |  |
| Author (email & phone):  | Corin Morse (cmorse@spokanecity.org)   |  |  |
|  |  |  |  |
| City Council Sponsor:  | N/A  |  |  |
| Executive Sponsor:   | Scott Simmons, Public Works Director   |  |  |
| Committee(s) Impacted:   | N/A  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative  |  |  |
| Alignment:   | Budget   |  |  |
| Strategic Initiative:  | Service Maintenance Agreement Extension with Fairfax Imaging, Inc.   |  |  |
| Deadline:  |  |  |  |
| Outcome:   | Service and repairs of the payment processing machine (OCR) through  |  |  |
|  | implementation of payment processing at Spokane County of utility bill   |  |  |
|  | checks and money orders.   |  |  |
| Background/History:  |  |  |  |
| _  | nent was approved on September 24, 2018 and fully signed as of   |  |  |
| •  | 2018. Planning, programming and testing the new process has been ongoing and   |  |  |
| •  | ll implementation as of February, 2019.  |  |  |
|  | extend this agreement is to cover possible service and repairs during until we are h payment processing to Spokane County. |  |  |
| Executive Summary:   | t processing to spokane county.  |  |  |
| · · · · · · · · · · · · · · · · · · ·                                | greement to February 28, 2019 for repair and maintenance to the OCR  |  |  |
| will cost \$14,753.25.   | 6. comence to 1 contact / 20, 2020 to 1 copan and manner and co the Cont   |  |  |
| Budget Impact:   |  |  |  |
| Approved in current year budget? Yes No                              |  |  |  |
| Annual/Reoccurring expenditure? Yes No                               |  |  |  |
| If new, specify funding source:                                      |  |  |  |
| Other budget impacts: (revenue generating, match requirements, etc.) |  |  |  |
| Operations Impact:   |  |  |  |
| Consistent with current operations/policy?                           |  |  |  |
| Requires change in current operations/policy?                        |  |  |  |
| Specify changes required:  |  |  |  |
| Known challenges/barriers:   |  |  |  |



# **City of Spokane**

### **CONTRACT EXTENSION WITH COST**

Title: FAIRFAX IMAGING ANNUAL MAINTENANCE FOR CITY OF SPOKANE-FOURTH EXTENSION

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and FAIRFAX IMAGING, whose address is 2005 Pan Am Circle, Suite 110, Tampa, Florida, 33607, as "Fairfax". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the "Fairfax" agreed to PROVIDE THE CITY OF SPOKANE WITH CHECK PROCESSING HARDWARE AND SOFTWARE SERVICES; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

- 1. <u>CONTRACT DOCUMENTS</u>. The Contract dated April 6, 2015, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
- 2. **EFFECTIVE DATE.** This Contract Extension shall become effective December 1, 2018.
- **3. ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:

Annual Maintenance Quote dated November 15, 2018 (Attachment A).

- **4. EXTENSION**. The contract documents are hereby extended and shall run through February 28, 2019.
- **5. COMPENSATION.** The City shall pay, INCLUDING TAX, SIXTEEN THOUSAND, FIFTY-ONE AND 54/100 DOLLARS, (\$16,051.54) for everything furnished and done under this Contract Extension.

| FAIRFAX IMAGING, INC.: | CITY OF SPOKANE;        |
|------------------------|-------------------------|
| By:(signature)         | By:                     |
| Print Name:            | Print Name:             |
| Title:                 | Title:                  |
| Date:                  | Date:                   |
| Email:                 |                         |
|                        |                         |
| ATTEST:                | APPROVED AS TO FORM:    |
| City Clerk             | Assistant City Attorney |
|                        |                         |
|                        |                         |
|                        |                         |
|                        |                         |

Attachments that are part of this Contract Extension:

Attachment A



November 15, 2018

City of Spokane IT Admin W 808 Spokane Falls Road Spokane, WA 99201

Subject: Fairfax Imaging Annual Maintenance Quote

The following information is a quote for the renewal of maintenance on the hardware and software provided by Fairfax Imaging, Inc. for the City of Spokane.

Annual Hardware and Software Maintenance Coverage Dates: 12/01/2018 – 02/28/2019

Coverage Times: M - F 9am - 5pm (Pacific Time, excluding Fairfax holidays)

Response Time: 4 hours

Total Hardware Maintenance Renewal Cost: \$4,567.50

NCR Hardware

NCR-ITRAN 300 DPM Transport: SN: 34998988

WISEIP Software Dual-Front MICR 300 DOM E13B Encoder

Rear-Only Black Ink Jet Endorser Front Camera Only

Pockets for ITRAN SN: 37117657

ITRAN Controller - 3287-5000-8990 SN:

Intel Core2 Duo E6750 (2.66GHz/1333MHz/4MB L2) 375W

2GB, 667MHz, DDR2 SDRAM, ECC (2 DIMMs)

256MB PCIe x16 nVidia NVS 290, Dual Monitor DVI Capable

Internal Chassis Speaker

Broadcom NetXtreme 10/100/1000 Gigabit Ethernet controller-PCI Express card

48X/32X CD-RW/DVD Combo Drive with Cyberlink Power DVD

Genuine Windows XP Professional, SP2 with Media

3.5 inch 1.44MB Floppy Drive

C7, ALL SATA, RAID 1for 2 Hard Drives

80GB SATA 3.0Gb/s with NCQ and 8MB DataBurst Cache

80GB SATA 3.0Gb/s with NCQ and 8MB DataBurst Cache

Dell USB 2-Button Mechanical Mouse with Scroll

#### Software Maintenance Renewal Cost: \$10,185.75

| <b>Qty</b> | Description   |
|------------|---|
| [02]       | Quick Scan License Fee  |
| [01]       | Quick Enhance License Fee (unrestricted, unthrottled license)   |
| [01]       | Quick Capture License Fee (unrestricted, unthrottled license)   |
| [01]       | Quick Key License Fee (unlimited site wide license)             |
| [01]       | Quick Balance License Fee (unlimited site wide license)         |
| [01]       | Quick Encode License Fee  |
| [01]       | Quick Output License Fee  |
| [01]       | Quick Fill License Fee  |
| [01]       | Quick Review License Fee  |
| [01]       | Quick Reports License Fee                                       |
| [01]       | Quick Retrieve Server License Fee                               |
| [01]       | Quick Retrieve Client License Fee (unlimited site-wide license) |
| [01]       | Quick Workflow Server License Fee                               |
| [10]       | Quick Workflow Client License Fee                               |
| [01]       | Quick Config Client License Fee                                 |
| [01]       | Quick Monitor License Fee                                       |

#### Total hardware and software maintenance listed above is \$14,753.25

Please Note: When canceling maintenance, a 90-day cancelation notice is required.

Please issue a purchase order. We will then issue an invoice for the above-mentioned maintenance items. You may email to <a href="mailto:oksana.salem@ffximg.com">oksana.salem@ffximg.com</a> and/or mail to:

Fairfax Imaging, Inc. 2005 Pan Am Circle, Suite 110 Tampa, FL 33607

Please contact me with any questions or concerns at 813.440.4528 ext: 1032. Thank you for your assistance.

Best Regards,

Oksana Salem Vendor Coordinator Fairfax Imaging, Inc.

| SPOKANE Agenda Sheet for City Council Meeting of: |   | Date Rec'd     | 12/6/2018     |
|---|---|----------------|---------------|
| 12/17/2018  |   | Clerk's File # | OPR 2018-0809 |
|   |   | Renews #       |               |
| Submitting Dept                                   | INTEGRATED CAPITAL  | Cross Ref #    |               |
| Contact Name/Phone   KEVIN PICANCO   625-6088     |   | Project #      |               |
| Contact E-Mail KPICANCO@SPOKANECITY.ORG           |   | Bid #          |               |
| Agenda Item Type Contract Item                    |   | Requisition #  | BT            |
| Agenda Item Name                                  | 4250 - WSDOT UTILITY AGREEMENT FOR WORK BY WSDOT AT CITY COST |                |               |

# **Agenda Wording**

WSDOT Utility Agreement preserving City's ability to proceed with a project that would reimburse WSDOT for construction of pipe casing under NSC for future City utilities use.

# **Summary (Background)**

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. For the accommodation of future city utilities, construction of a casing pipe under the future NSC freeway and BNSF tracks is under consideration along the Rockwell Ave. alignment east of Market St. This improvement is one of several options under consideration by the City to satisfy future utility infrastructure needs; the subject WSDOT agreement preserves the ability for the City to proceed with this project at its discretion. If this project moves forward the City will reimburse WSDOT approximately \$900,000 for WSDOT's construction of the utility casing.

| Fiscal Impact   | Grant related? | NO                | <b>Budget Account</b>                 |                                       |  |  |
|---|----------------|-------------------|---------------------------------------|---------------------------------------|--|--|
| _   | Public Works?  | YES               |                                       |                                       |  |  |
| Expense <b>\$</b> 900,0                               | 000            |                   | # 4250-43387-94000-                   | <b>#</b> 4250-43387-94000-56501-99999 |  |  |
| Select \$   |                |                   | #                                     |                                       |  |  |
| Select \$   |                |                   | #                                     |                                       |  |  |
| Select \$   |                |                   | #                                     |                                       |  |  |
| <b>Approvals</b>                                      |                |                   | Council Notificat                     | tions                                 |  |  |
| Dept Head   | FLEIGER        | , NATHAN          | Study Session                         |                                       |  |  |
| <u>Division Director</u> FLEIGER, NATHAN <u>Other</u> |                | <u>Other</u>      | Urban Experience                      |                                       |  |  |
| Finance ORLOB, KIMBERLY                               |                | Distribution List | Distribution List                     |                                       |  |  |
| <u>Legal</u>  | DALTON         | , PAT             | kpicanco@spokanecity.org              |                                       |  |  |
| For the Mayor   | ORMSBY         | , MICHAEL         | Imeuler@spokanecity.org               |                                       |  |  |
| Additional App  | rovals         |                   | sbishop@spokanecity.                  | org                                   |  |  |
| <u>Purchasing</u>                                     |                |                   | fperkins@spokanecity.org              |                                       |  |  |
|   |                |                   | smsimmons@spokanecity.org             |                                       |  |  |
|   |                |                   | ktwohig@spokanecity.org               |                                       |  |  |
|   |                |                   | Publicworksaccounting@spokanecity.org |                                       |  |  |

# Briefing Paper Urban Experience Committee

| Division &   | Integrated Capital Management  |  |  |  |
|--|--|--|--|--|
| Department:  |  |  |  |  |
| Subject:   | WSDOT Utility Agreement for Work by WSDOT at City Cost – Rockwell Casing           |  |  |  |
| Date:  | December 3, 2018   |  |  |  |
| Author (email &  | Kevin Picanco (kpicanco@spokanecity.org, 625-6088)                                 |  |  |  |
| phone):  |  |  |  |  |
| City Council   |  |  |  |  |
| Sponsor:   |  |  |  |  |
| Executive Sponsor:   |  |  |  |  |
| Committee(s)   | Urban Experience / Public Infrastructure   |  |  |  |
| Impacted:  |  |  |  |  |
| Type of Agenda   | Consent Discussion Strategic Initiative  |  |  |  |
| item:  | E consent E biscussion E strategie initiative                                      |  |  |  |
| Alignment: (link   | Washington State Connecting Washington Transportation Funding Package              |  |  |  |
| agenda item to guiding   | Washington State North Spokane Corridor Project Website:                           |  |  |  |
| document – i.e., Master  | http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm            |  |  |  |
| Plan, Budget , Comp  | and  |  |  |  |
| Plan, Policy, Charter,   | www.NSCPlace.com   |  |  |  |
| Strategic Plan)  |  |  |  |  |
| Strategic Initiative:  |  |  |  |  |
| Deadline:  |  |  |  |  |
| Outcome:   | Council approval of WSDOT Utility Agreement reimbursing WSDOT for                  |  |  |  |
| (deliverables, delivery  | construction of pipe casing under NSC for future City utilities use.               |  |  |  |
| duties, milestones to  |  |  |  |  |
| meet)  |  |  |  |  |
| Background/History:  |  |  |  |  |
| The North Spokane Corr   | idor has been funded for construction as a part of the Washington State            |  |  |  |
| Connecting Washington transportation package. For the accommodation of future city utilities,        |  |  |  |  |
| construction of a casing pipe under the future NSC freeway and BNSF tracks is planned along the      |  |  |  |  |
| Rockwell Ave. alignment east of Market St. The City will reimburse WSDOT approximately \$900,000 for |  |  |  |  |
| WSDOT's construction of the utility casing.  |  |  |  |  |
|  |  |  |  |  |
| Executive Summary:   |  |  |  |  |
|  | DOT Utility Agreement for City 'Betterment'; City to reimburse WSDOT               |  |  |  |
| approximately \$   | 900,000 for construction of a utility casing along Rockwell Ave. for future use by |  |  |  |
| the City.  |  |  |  |  |
|  |  |  |  |  |
| Budget Impact:   |  |  |  |  |
| Approved in current year budget? Yes No  |  |  |  |  |
| Annual/Reoccurring expenditure? Yes No   |  |  |  |  |
| If new, specify funding source:  Other budget impacts: (revenue generating match requirements, etc.) |  |  |  |  |
| Other budget impacts: (revenue generating, match requirements, etc.)                                 |  |  |  |  |
| Operations Impact: Consistent with current operations/policy?  Yes No                                |  |  |  |  |
| Requires change in current operations/policy?  |  |  |  |  |
| Specify changes required:  |  |  |  |  |
| Known challenges/barrie  |  |  |  |  |
| KHOWH CHAHEHRES/DAITH  | LIJ.   |  |  |  |



| Utility Construction Agreement Work by WSDOT – Utility Cost |                   | Utility Name & Address  City of Spokane Public Works Department 808 W. Spokane Falls Blvd Spokane, WA 99201 |  |
|---|-------------------|---|--|
| Agreement Number UTB 1339                                   | Region<br>Eastern | Project Title/Location  Rockwell Ave. Utility Casing for future City Utilities                              |  |
| State Route Number   Mileposts   From to                    |                   |   |  |
| Estimated Agreement Amount \$ \$909,000                     |                   | Advance Payment Amount \$ 136,350   |  |

This Utility Construction Agreement is entered into between the State of Washington Department of Transportation, herein (WSDOT) and the above named Utility (Utility), collectively the "Parties" and individually the "Party".

#### Recitals

- 1. WSDOT is planning the construction or improvement of the State Route as shown above for the listed WSDOT Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain Utility facilities, herein the (Work).
- 2. The Utility is responsible for (1) the cost of the Work for Utility facilities located without a documented ownership of and/or interest in real property, such as being located pursuant to a franchise, a permit, or undocumented permission, (2) all betterments, and (3) new facilities.
- 3. The Work shall be defined as all materials, equipment, labor, contract administration and any other efforts required to perform the relocation, construction, and/or removal of the Utility's facilities.
- 4. The Work includes ✓ Betterments; ✓ Installation of New Facilities; ☐ Relocation of Facilities without Property Rights; ☐ Removal of Existing Facilities from WSDOT right of way; and/or ☐ Protect in Place.
- 5. It is deemed to be in the best public interest for WSDOT to include the Work in WSDOT's Project.

Now, Therefore, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof.

It Is Mutually Agreed As Follows:

#### 1. Plans, Specifications and Bids

- 1.1 <u>Program Guide</u>: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments for this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 <u>Betterment</u>: A betterment is any improvement to the Utility's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the Utility is solely responsible for the costs of such improvement.

- 1.3 WSDOT, acting on behalf of the Utility, agrees to perform the Utility facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either:
  - (1) Utility supplied the Work plans and special provisions to WSDOT, or
  - (2) WSDOT developed the Work plans and special provisions from Utility-provided information. WSDOT will incorporate the Plans and Special Provisions into WSDOT Project in accordance with Utility requirements. The Utility agrees that it is solely responsible for insuring that all Special Provisions, Plans and Utility standards are met and that it has supplied WSDOT with all applicable standards, codes, regulations, or any other requirements the Utility is obligated to meet, unless otherwise noted.
- 1.4 The Utility has reviewed and approved the Work Special Provisions and Plans that will be incorporated into WSDOT Project. WSDOT will advertise the Work and Project for bids. WSDOT will be the Utility's representative during the Ad and award period. When requested by WSDOT, the Utility shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise associated with the Work. All comments and clarifications must go through WSDOT. If the Utility supplied the Work plans and special provisions, the Utility agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.
- 1.5 WSDOT will provide the Utility with written notification of the bid price no later than five (5) days after award for all Work items for which the Utility is responsible for the cost. The Utility shall respond in writing to WSDOT, stating its Acceptance or Rejection of the Work items, within two (2) working days.
- 1.6 Should the Utility reject the bid Work items for which it has cost responsibility:
  - 1.6.1 WSDOT shall delete said items from the Project. The Utility agrees to reimburse WSDOT for engineering costs and direct and related indirect costs incurred by WSDOT associated with deleting the bid Work items from the Project, including any redesign, reengineering or reestimating, if necessary, to delete the Work items, and the Utility agrees to pay such costs upon receipt of a WSDOT invoice.
  - 1.6.2 The Utility agrees that should it reject the bid Work items for which it has cost responsibility, it shall continue to be obligated to timely relocate its facilities as required by WSDOT Project. The Utility further agrees that should its actions delay or otherwise damage WSDOT Project, it shall be liable for such costs.

#### 2. Construction, Inspection, and Acceptance

- 2.1 WSDOT agrees to administer the Work on behalf of the Utility.
- 2.2 The Utility agrees to disconnect and/or reconnect its facilities as required by WSDOT when such disconnection or reconnection is required to be performed by the Utility. The Parties agree to define disconnect and/or reconnection requirements, including notification and response in Exhibit A. WSDOT agrees, as part of the Work, to remove disconnected and/or abandoned facilities at the Utility's cost. Utility facilities not removed pursuant to this Agreement shall remain the ownership, operation and maintenance responsibility of the Utility.
- 2.3 <u>Salvage</u>: All materials removed by WSDOT shall be reclaimed or disposed of by WSDOT and shall become the property of WSDOT. If the Utility desires to retain such materials and WSDOT agrees, the value of salvaged materials will be paid to WSDOT in an amount not less than that required by the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*.
- 2.4 The Utility may furnish an inspector for the Work. The Utility agrees that it is solely responsible for all such inspection costs. The Utility's inspector shall not directly contact WSDOT's contractor. All contact between the Utility's inspector and WSDOT's contractor shall be through WSDOT's representatives. WSDOT's Project Construction Engineer may require the removal and/or replacement of the Utility's inspector if the inspector interferes with WSDOT's Project, WSDOT's contractor and/or the Work.

|  |   | (20 ) working days of being notified that the Work is  |
|--|---|--|
| (a)  |   | VSDOT which shall include a release and waiver of all future resulting from the performance of the Work and WSDOT's  |
| (b)  | Plans and Special Provisions. The to resolve any issues so as not to  | s why the Work does not comply with the previously approved e Utility agrees to work diligently and in good faith with WSDOT delay WSDOT's Project. If all issues are resolved, the Utility ter of acceptance as provided herein.  |
| the We   | ork and the administration thereof  | will be deemed accepted by the Utility, and WSDOT shall be   |
| it shall   | be solely responsible for all future  | Work pursuant to Sections 2.6 or 2.7, the Utility agrees that ownership, operation and maintenance costs of its facilities,  |
| Constinution of the Constitution of the Consti | ruction Manual. WSDOT will maint<br>ons in red of all plan revisions typic<br>DT's Construction Manual. Once th<br>equest by the Utility will provide or                                      | n documentation in general conformance with WSDOT's ain one set of plans as the official "as-built" set, then make ally recorded per standard WSDOT practice, as directed by e Utility has accepted the Work per Section 2.6 or 2.7, WSDOT he reproducible set of contract as-builts to the Utility, and the tion upon receipt of a WSDOT invoice  |
| The Ut   | tility agrees that it shall be respons<br>zation, construction engineering, c<br>The cost of this Work is estimated   |  |
| (\$<br>WSDC  |   | ate of Utility-responsible costs for Work to be performed by d in Exhibit B, Cost Estimate.  |
| calend repres  | ar days after WSDOT submits its ents fifteen (15) percent of the est  | dvance Payment Amount" stated above within twenty (20) irrst partial payment request to the Utility. The advance payment mate of cost for which the Utility is responsible. The advance e of the Work with final adjustment made in the final invoice  |
| funds for all a delay a  | for the Utility's Work under this Agr<br>of this Agreement, WSDOT shall hassociated costs of termination, in<br>and contractor claims. Such termin  | WSDOT does not have the legal authority to advance state eement. Should the Utility fail to make payment according to the ave the right to terminate this Agreement, charging the Utility cluding non-cancellable items, as well as associated Project ation shall not relieve the Utility's obligation to timely relocate its   |
| pay Waincludia<br>invoice<br>within the  | SDOT for the actual direct and rela<br>ng mobilization, construction engir<br>the Utility and provide supporting<br>thirty (30) calendar days of receipt<br>ne appropriateness of any item an | performance of the Work to be done by WSDOT, agrees to ated indirect cost of all Work for which the Utility is responsible, eering, administration and overhead costs. WSDOT shall documentation therefore, and the Utility agrees to pay WSDOT of an invoice. A partial payment will not constitute agreement d that, at the time of final invoice, the Parties will resolve any  |
|  | (a)  (b)  If the Uthe Work without WSDO upon rutility work.  (\$  | claims or demands of any nature administration thereof, or  (b) deliver to WSDOT written reason. Plans and Special Provisions. The to resolve any issues so as not to agrees to deliver to WSDOT a let. If the Utility does not respond within Twenthe Work and the administration thereof or released from all future claims and demail Upon completion and acceptance of the it shall be solely responsible for all future without WSDOT liability or expense.  WSDOT will prepare the final construction Construction Manual. WSDOT will maintant notations in red of all plan revisions typic WSDOT's Construction Manual. Once the upon request by the Utility will provide on Utility agrees to pay the cost of reproduct Payment  The Utility agrees that it shall be responsing mobilization, construction engineering, construction engineering, construction behalf of the Utility is included. The Utility agrees to pay WSDOT submits its frepresents fifteen (15) percent of the esting payment will be carried throughout the lift. The Parties acknowledge and agree that funds for the Utility's Work under this Agreement, WSDOT shall have for all associated costs of termination, including and contractor claims. Such termination and clay and contractor claims. Such termination in the Utility, in consideration of the faithful pay WSDOT for the actual direct and relating mobilization, construction enging invoice the Utility and provide supporting within thirty (30) calendar days of receipt. |

2.5 WSDOT shall promptly notify the Utility in writing when the Work is completed

#### 4. Change in Work or Cost Increase

- 4.1 <u>Increase in Cost</u>: In the event unforeseen conditions require an increase in the cost of the Work for which the Utility is responsible, above the Exhibit B, Cost Estimate (including sales tax, engineering, and contingencies) by more than <u>Twenty Five</u> (25) percent, the Parties agree to modify Exhibit B to include such cost increase.
- 4.2 If WSDOT determines that additional Work or a change in the Work is required, prior written approval must be secured from the Utility; however, where the change is required to mitigate a Project emergency or safety threat to the traveling public, WSDOT will direct the change without the Utility's prior approval. WSDOT will notify the Utility of such change as soon as possible thereafter. The Utility agrees to respond to all WSDOT change order requests in writing and within five (5) working days. WSDOT notification shall not be required for Utility-requested changes. The Utility agrees to pay all costs associated with the changed Work, as well as the costs of Project or Work delays and/or subsequent contractor claims associated with the Utility's failure to timely respond as required.
- 4.3 The Utility may request additions to the Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not negatively impact WSDOT's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or WSDOT design policies, and does not unreasonably delay critically scheduled Project contract activities.
- 4.4 All elective changes to the Work shall be approved in writing by the Utility before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The Utility agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 3.
- 4.5 WSDOT will make available to the Utility all change order documentation related to the Work.

#### 5. Franchise or Permit

5.1 The Utility shall apply for a permit, franchise or an amendment to its current franchise for those new or modified Utility facilities that will be located within WSDOT's right of way. After receiving the application, WSDOT will issue the Utility a permit or a new or amended franchise.

#### 6. Right of Entry

6.1 The Utility agrees to arrange for rights of entry upon all privately owned lands upon which the Utility has a claimed property right and which are necessary to perform the Work. The Utility also agrees to obtain all necessary permissions for WSDOT to perform the Work on such lands, which may include reasonable use restrictions on those lands. The Utility agrees to provide the rights of entry and applicable permissions under this section to WSDOT within N/A (N/A) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate.

#### 7. General Provisions

7.1 Indemnification: To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or WSDOT, and provided further, that nothing herein shall require the Utility or WSDOT to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

- 7.2 <u>Disputes:</u> If a dispute occurs between the Utility and WSDOT at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.
- 7.3 <u>Venue:</u> In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Each Party shall be responsible for its own attorney's fees and costs.

#### 7.4 Termination:

- 7.4.1 Unless otherwise provided herein, the Utility may terminate this Agreement upon thirty (30) calendar days written notice to WSDOT. If this Agreement is terminated by the Utility prior to the fulfillment of the terms stated herein, the Utility shall reimburse WSDOT for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred up to the date of termination associated with the Utility Work, as well as the cost of non-cancelable obligations, including any redesign, reengineering or re-estimating, if necessary, to delete the Work, and contractor claims, if any, payment in accordance with Section 3. Further, the Utility acknowledges and agrees that should it terminate this Agreement, such termination shall not relieve the Utility from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with WSDOT's Project. WSDOT agrees to provide to the Utility all Work-related documents upon final payment by the Utility.
- 7.4.2 Unless otherwise provided herein, WSDOT may terminate this Agreement upon thirty (30) calendar days written notice to the Utility. Should WSDOT terminate this Agreement, the Utility shall reimburse WSDOT for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred by WSDOT up to the date of termination associated with the Utility Work. The Utility acknowledges and agrees that should WSDOT terminate this Agreement, such termination shall not relieve the Utility from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with WSDOT's Project. WSDOT agrees to provide to the Utility all Work-related documents upon final payment by the Utility.
- 7.5 <u>Amendments</u>: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 7.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 7.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, Washington State, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the record, accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 7.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year last written below.

| Requesting Entity | Washington State Department of Transportation |
|-------------------|---|
| Signature:        | Signature:                                    |
| By: Print Name    | By: Mike Gribner P.E.  Print Name             |
| Title:            | Title: Regional Administrator                 |
| Date:             | Date:   |

| SPOKANE Agenda Sheet      | Date Rec'd             | 4/11/2012      |               |
|---------------------------|------------------------|----------------|---------------|
| 12/17/2018                |                        | Clerk's File # | CPR 2018-0002 |
|                           |                        | Renews #       |               |
| <b>Submitting Dept</b>    | ACCOUNTING             | Cross Ref #    |               |
| <b>Contact Name/Phone</b> | LEONARD DAVIS 625-6028 | Project #      |               |
| Contact E-Mail            | LDAVIS@SPOKANECITY.ORG | Bid #          |               |
| Agenda Item Type          | Claim Item             | Requisition #  |               |
| Agenda Item Name          | 5600-CLAIMS-2018       |                |               |

# **Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/7/18. Total:\$ 6,738,619.54 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$ 5,352,971.60

# **Summary (Background)**

Pages 1-40 Check numbers: 555696 - 556029 ACH payment numbers: 57541 - 57874 On file for review in City Clerks Office: 40 Page listing of Claims NOTE:

| Fiscal Impact           | Grant     | related? |              | <b>Budget Account</b>       |           |
|-------------------------|-----------|----------|--------------|-----------------------------|-----------|
|                         | Public    | : Works? | NO           |                             |           |
| Expense \$ 5,3          | 52,971.60 | )        |              | # Various                   |           |
| Select \$               |           |          |              | #                           |           |
| Select \$               |           |          |              | #                           |           |
| Select \$               |           |          |              | #                           |           |
| <u>Approvals</u>        |           |          |              | <b>Council Notification</b> | <u>is</u> |
| Dept Head               |           | HUGHES   | , MICHELLE   | Study Session               |           |
| <b>Division Directo</b> | <u>or</u> | MARCH    | AND, CRYSTAL | <u>Other</u>                |           |
| <u>Finance</u>          |           | ORLOB,   | KIMBERLY     | <b>Distribution List</b>    |           |
| <u>Legal</u>            |           | DALTON   | , PAT        |                             |           |
| For the Mayor           |           | ORMSB    | , MICHAEL    |                             |           |
| <b>Additional Ap</b>    | provals   | <u> </u> |              |                             |           |
| <u>Purchasing</u>       |           |          |              |                             |           |
|                         |           |          |              |                             |           |
|                         |           |          |              |                             |           |
|                         | ·         |          |              |                             | ·         |

REPORT: PG3620 DATE: 12/10/18 TIME: 08:44 PAGE: 1 APPROVAL FUND SUMMARY SYSTEM: FMSAP USER: MANAGER

RUN NO: 49

| FUND | FUND NAME                      | AMOUNT       |
|------|--------------------------------|--------------|
| 0100 | GENERAL FUND                   | 448,766.23   |
| 1100 | STREET FUND                    | 52,394.92    |
| 1200 | CODE ENFORCEMENT FUND          | 6,111.88     |
| 1300 | LIBRARY FUND                   | 16,217.33    |
| 1360 | MISCELLANEOUS GRANTS FUND      | 0.00         |
| 1380 | TRAFFIC CALMING MEASURES       | 744.41       |
| 1400 | PARKS AND RECREATION FUND      | 29,763.97    |
| 1450 | UNDER FREEWAY PARKING FUND     | 24,184.68    |
| 1460 | PARKING METER REVENUE FUND     | 4,687.06     |
| 1510 | SPOKANE RGL EMERG COM SYS      | 398.54       |
| 1560 | FORFEITURES & CONTRIBUTION FND | 28,581.98    |
| 1590 | HOTEL/MOTEL TAX FUND           | 360,372.47   |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 1,692.86     |
| 1630 | COMBINED COMMUNICATIONS CENTER | 9,694.80     |
| 1640 | COMMUNICATIONS BLDG M&O FUND   | 3,550.60     |
| 1680 | CD/HS OPERATIONS               | 4,771.19     |
| 1910 | CRIMINAL JUSTICE ASSISTANCE FD | 392,459.87   |
| 1950 | PARK CUMULATIVE RESERVE FUND   | 108.00       |
| 1970 | FIRE/EMS FUND                  | 106,386.39   |
| 1990 | TRANSPORTATION BENEFIT FUND    | 2,976.16     |
| 3200 | ARTERIAL STREET FUND           | 106,698.77   |
| 4100 | WATER DIVISION                 | 235,766.73   |
| 4250 | INTEGRATED CAPITAL MANAGEMENT  | 44,533.16    |
| 4300 | SEWER FUND                     | 242,970.97   |
| 4340 | WATER/WW REVENUE BOND FUND     | 26,880.95    |
| 4480 | SOLID WASTE FUND               | 35,534.32    |
| 4490 | SOLID WASTE DISPOSAL           | 228,924.33   |
| 4600 | GOLF FUND                      | 2,363.18     |
| 4700 | DEVELOPMENT SVCS CENTER        | 69,513.94    |
| 5100 | FLEET SERVICES FUND            | 100,121.56   |
| 5110 | FLEET SVCS EQUIP REPL FUND     | 100,631.54   |
| 5200 | PUBLIC WORKS AND UTILITIES     | 3,918.60     |
| 5300 | IT FUND                        | 82,924.21    |
| 5400 | REPROGRAPHICS FUND             | 3,829.08     |
| 5500 | PURCHASING & STORES FUND       | 2,150.37     |
| 5600 | ACCOUNTING SERVICES            | 11,990.83    |
| 5700 | MY SPOKANE                     | 3,768.26     |
| 5800 | RISK MANAGEMENT FUND           | 25,961.27    |
| 5810 | WORKERS' COMPENSATION FUND     | 8,432.37     |
| 5820 | UNEMPLOYMENT COMPENSATION FUND | 551.99       |
| 5830 | EMPLOYEES BENEFITS FUND        | 434,379.62   |
| 5900 | ASSET MANAGEMENT FUND OPS      | 24,491.49    |
| 5901 | ASSET MANAGEMENT FUND CAPITAL  | 329,729.28   |
| 6060 | EMPLOYEES' RETIREMENT FUND     | 1,044.50     |
| 6070 | FIREFIGHTERS' PENSION FUND     | 52,491.19    |
| 6080 | POLICE PENSION FUND            | 25,313.08    |
| 6960 | SALARY CLEARING FUND NEW       | 1,654,192.67 |
|      |                                | •            |

TOTAL: 5,352,971.60

REPORT: PG3630 SYSTEM: FMSAP USER: MANAGER RUN NO: 49 DATE: 12/10/18

TIME: PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

#### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

#### 0020 - NONDEPARTMENTAL

| 0020 HONDELINGHENIE   |  |  |
|---|--|--|
| MOSS & BARNETT  | LEGAL SERVICES ACH PMT NO 80057603   | 1,126.50                                 |
| PACIFIC GOLF TURF LLC   | VEHICLES<br>ACH PMT NO 80057613  | 4,977.60                                 |
| SAGEVIEW CONSULTING GROUP, LLC  | SURVEYS/STUDIES<br>ACH PMT NO 80057622   | 4,006.00                                 |
| SPECTROTEL INC<br>ATTN NOELLE ARD   | B&O TAXES PRIV UTIL-TELEPHONE<br>CHECK NO 00555721   | 10.40                                    |
| SPOKANE COUNTY TREASURER  | REGISTRATION/SCHOOLING<br>ACH PMT NO 80057630  | 4,192.59                                 |
| STARPLEX CORP   | ALARM/SECURITY SERVICES<br>ACH PMT NO 80057737   | 10,281.15                                |
| SUMMIT LAW GROUP PLLC   | LEGAL SERVICES<br>ACH PMT NO 80057634  | 3,522.00                                 |
| US BANK CORPORATE TRUST SVCS  | OTHER MISC CHARGES<br>ACH PMT NO 80057640  | 1,684.90                                 |
|   | CONTRACTUAL SERVICES   |  |
| WILBURN & ASSOCIATES LLC  | ACH PMT NO 80057683  | 1,500.00                                 |
|   |  | 1,500.00<br>31,301.14                    |
| TOTAL FOR 0020  | ACH PMT NO 80057683  |  |
|   | ACH PMT NO 80057683 - NONDEPARTMENTAL  |  |
| TOTAL FOR 0020  | ACH PMT NO 80057683 - NONDEPARTMENTAL  |  |
| TOTAL FOR 0020  0030 - POLICE OMBUDSMAN  CHRISTINA COTY   | ACH PMT NO 80057683  - NONDEPARTMENTAL  LOCAL MILEAGE ACH PMT NO 80057573  DEFERRED COMPENSATION-MATCHING  | 31,301.14                                |
| TOTAL FOR 0020  0030 - POLICE OMBUDSMAN  CHRISTINA COTY  ICMA RETIREMENT TRUST 457  | ACH PMT NO 80057683  - NONDEPARTMENTAL  LOCAL MILEAGE ACH PMT NO 80057573  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 31,301.14                                |
| TOTAL FOR 0020  0030 - POLICE OMBUDSMAN  CHRISTINA COTY  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD   | ACH PMT NO 80057683  - NONDEPARTMENTAL  LOCAL MILEAGE ACH PMT NO 80057573  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  LEGAL SERVICES  | 31,301.14<br>52.43<br>250.00<br>1,840.00 |
| TOTAL FOR 0020  0030 - POLICE OMBUDSMAN  CHRISTINA COTY  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  LAW OFFICES OF DENNIS HESSION  | ACH PMT NO 80057683  - NONDEPARTMENTAL  LOCAL MILEAGE ACH PMT NO 80057573  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  LEGAL SERVICES ACH PMT NO 80057666  LOCAL MILEAGE   | 31,301.14<br>52.43<br>250.00<br>1,840.00 |
| TOTAL FOR 0020  0030 - POLICE OMBUDSMAN  CHRISTINA COTY  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD  LAW OFFICES OF DENNIS HESSION  LUVIMAE P OMANA  T-MOBILE  US BANK OR CITY TREASURER | ACH PMT NO 80057683  - NONDEPARTMENTAL  LOCAL MILEAGE ACH PMT NO 80057573  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  LEGAL SERVICES ACH PMT NO 80057666  LOCAL MILEAGE ACH PMT NO 80057650  CELL PHONE CHECK NO 00555976 | 52.43<br>250.00<br>1,840.00<br>138.71    |

0100 - GENERAL FUND

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HONORABLE MAYOR 12/10/18
AND COUNCIL MEMBERS PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELONA FARBER DEPOSIT-CASH BAIL BONDS

| 2207 W ABIGAIL CT  | CHECK NO 00555960                                   | 1,000.00           |
|--|---|--------------------|
| EDWARD T O'CONNOR<br>1827 W JACKSON                      | DEPOSIT - RESTITUTION<br>CHECK NO 00555954          | 152.84             |
| ELLA JEAN CLAASSEN<br>2120 E N CRESCENT APT 6014         | DEPOSIT-CASH BAIL BONDS<br>CHECK NO 00555958        | 150.00             |
| ESTER MARIE BARKER<br>3903 E RICH AVE                    | DEPOSIT-CASH BAIL BONDS<br>CHECK NO 00555961        | 500.00             |
| JAN WENDT<br>1647 E WABASH                               | DEPOSIT - RESTITUTION<br>CHECK NO 00555955          | 75.00              |
| JESSE LOHSTROH<br>4211 E LONGFELLOW AVE                  | DEPOSIT - RESTITUTION<br>CHECK NO 00555956          | 25.00              |
| KEN MARTIN<br>5312 S VAN NARTER COURT                    | DEPOSIT-CASH BAIL BONDS<br>CHECK NO 00555959        | 1,500.00           |
|  | DEPOSIT-REFUNDS IN PROGRESS<br>CHECK NO 00555953    | 76.00              |
| SPOKANE COUNTY PROSECUTING ATTORNEY                      | COUNTY CRIME VICTIM & WITNESS CHECK NO 00556011     | 1,333.44           |
| SPOKANE PUBLIC SCHOOLS                                   | GRANT CASH PASS THRU ACCOUNT<br>ACH PMT NO 80057844 | 10,554.35          |
|  | DEPOSIT - RESTITUTION<br>CHECK NO 00555957          | 50.00              |
|  | DEPOSIT-REFUNDS IN PROGRESS<br>CHECK NO 00555952    | 171.43             |
| WA STATE TREASURER                                       | DEPOSIT-STATE BLDG CODE FEE<br>CHECK NO 00556019    | 3,477.50           |
| TOTAL FOR 0100 -   | GENERAL FUND  | 19,065.56          |
| 0230 - CIVIL SERVICE                                     |   |                    |
| ASSESSMENT SYSTEMS CORP                                  | CONTRACTUAL SERVICES ACH PMT NO 80057655            | 20,723.00          |
| DEVRIES INFORMATION MANAGEMENT                           | MISC SERVICES/CHARGES<br>ACH PMT NO 80057783        | 4.48               |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD |   | 660.00             |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015                | 2,221.30           |
| WA STATE DEPT OF REVENUE                                 | CONTRACTUAL SERVICES                                | 1,823.62           |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |   | 12/10/18<br>PAGE 4 |
| PROCESSING OF VOUCHERS RES                               | ULTS IN CLAIMS AS FOLLOWS:                          |                    |

TOTAL FOR 0230 - CIVIL SERVICE

25,432.40

### 0260 - CITY CLERK

| 0260 - CITY CLERK  |  |                    |
|--|--|--------------------|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000 | 180.00             |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015             | 1,142.65           |
| TOTAL FOR 0260   | - CITY CLERK                                     | 1,322.65           |
| 0320 - COUNCIL   |  |                    |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000 | 600.00             |
| MARTIN LUTHER KING JR FAMILY OUTREACH CENTER             | OTHER MISC CHARGES<br>ACH PMT NO 80057725        | 2,200.00           |
| NICHOLAS ANTHONY FEDERICI                                | PROFESSIONAL SERVICES<br>ACH PMT NO 80057685     | 2,500.00           |
| POWER TO THE POETRY LLC                                  | OTHER MISC CHARGES<br>ACH PMT NO 80057616        | 150.00             |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015             | 2,271.12           |
| VERIZON WIRELESS   | CELL PHONE<br>ACH PMT NO 80057862                | 405.79             |
| TOTAL FOR 0320   | - COUNCIL  | 8,126.91           |
|  |  |                    |
| 0330 - PUBLIC AFFAIRS/COMMUNICAT                         | IONS   |                    |
| ERIC P THOMPSON  | MISC SERVICES/CHARGES<br>CHECK NO 00555975       | 1,009.35           |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000 | 430.00             |
| JOHN J DELAY   | MISC SERVICES/CHARGES<br>ACH PMT NO 80057752     | 472.83             |
| MICHAEL E LAVELLE  | MISC SERVICES/CHARGES<br>CHECK NO 00555964       | 462.35             |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015             | 1,802.38           |
| TOTAL FOR 0330   | - PUBLIC AFFAIRS/COMMUNICATIONS                  | 4,176.91           |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |  | 12/10/18<br>PAGE 5 |
| PROCESSING OF VOUCHERS RE                                | SULTS IN CLAIMS AS FOLLOWS:                      |                    |
| 0350 - COMMUNITY CENTERS                                 |  |                    |
| BERNARDO-WILLS ARCHITECTS PC                             | CONTRACTUAL SERVICES ACH PMT NO 80057657         | 5,250.00           |
| MARTIN LUTHER KING JR FAMILY<br>OUTREACH CENTER          | CONTRACTUAL SERVICES<br>ACH PMT NO 80057808      | 29,166.66          |

| TOTAL FOR 0350   | - COMMUNITY CENTERS                                | 34,416.66          |
|--|--|--------------------|
| 370 - ENGINEERING SERVICES                               |  |                    |
|  | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO 80057697 | 27.09              |
| COPIERS NORTHWEST INC                                    | OPERATING RENTALS/LEASES<br>ACH PMT NO 80057781    | 434.65             |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 3,375.00           |
| SPOKANE COUNTY AUDITOR<br>SPOKANE COUNTY COURTHOUSE      | LEGAL SERVICES<br>ACH PMT NO 80057629              | 155.00             |
| T-MOBILE   | CELL PHONE<br>CHECK NO 00556013                    | 74.85              |
| T-MOBILE   | IT/DATA SERVICES<br>CHECK NO 00556013              | 123.48             |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015               | 13,600.94          |
| VERIZON WIRELESS   | CELL PHONE<br>ACH PMT NO 80057680                  | 1,890.65           |
| VERIZON WIRELESS   | IT/DATA SERVICES<br>ACH PMT NO 80057680            | 1,120.37           |
| TOTAL FOR 0370   | - ENGINEERING SERVICES                             | 20,802.03          |
| 410 - FINANCE  |  |                    |
| COMCAST  | MOBILE BROADBAND<br>ACH PMT NO 80057572            | 58.39              |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 695.00             |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015               | 1,678.48           |
| TOTAL FOR 0410   | - FINANCE  | 2,431.87           |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |  | 12/10/18<br>PAGE 6 |
| PROCESSING OF VOUCHERS R                                 | ESULTS IN CLAIMS AS FOLLOWS:                       |                    |
| 430 - GRANTS MANAGEMENT                                  |  |                    |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING                     | 216.00             |

CHECK NO. - 00556015

ACH PMT NO. - 80057862

CELL PHONE

705.37

57.97

US BANK OR CITY TREASURER SOCIAL SECURITY

EMP BENEFITS ( CITY )

VERIZON WIRELESS

| TOTAL FOR 0430 -   | GRANTS MANAGEMENT                                  | 979.34             |
|--|--|--------------------|
| 0450 - COMM & NEIGHBHD SVCS DIVIS                        | -  |                    |
| ICMA RETIREMENT TRUST 457                                | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 100.00             |
|  | CONTRACTUAL SERVICES<br>ACH PMT NO 80057628        | 2,650.85           |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          |  | 526.09             |
| TOTAL FOR 0450 -   | COMM & NEIGHBHD SVCS DIVISION                      | 3,276.94           |
| 0470 - HISTORIC PRESERVATION                             |  |                    |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING                     | 100.00             |
| MEGAN DUVAL  | PER DIEM<br>ACH PMT NO 80057755                    | 213.00             |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015               | 454.39             |
| TOTAL FOR 0470 -   | HISTORIC PRESERVATION                              | 767.39             |
| 0500 - LEGAL   |  |                    |
| ARAMARK UNIFORM SERVICES<br>AUS WEST LOCKBOX             | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO 80057556 | 37.04              |
| AXON ENTERPRISE INC                                      | SOFTWARE (NONCAPITALIZED)<br>ACH PMT NO 80057854   | 2,545.92           |
| EASTERN WASHINGTON ATTORNEY SERVICES INC                 | JUDGEMENTS/DAMAGES<br>CHECK NO 00555949            | 65.00              |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD    | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 1,830.00           |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |  | 12/10/18<br>PAGE 7 |
| PROCESSING OF VOUCHERS RES                               | CULTS IN CLAIMS AS FOLLOWS:                        |                    |
| JRM ENTERPRISES INC<br>DBA PROFESSIONAL LANGUAGE         |  | 1,619.00           |
| LANGUAGE LINE SERVICES LANGUAGE LINE LLC                 | INTERPRETER COSTS<br>ACH PMT NO 80057722           | 5.88               |
| MARY ELLEN ERTEL   | INTERPRETER COSTS<br>CHECK NO 00555718             | 60.00              |

JUDGEMENTS/DAMAGES ACH PMT NO. - 80057672

PUBLICATIONS

21.00

PACER SERVICE CENTER

THOMSON WEST

| WEST PUBLISHING PAYMENT CTR  | ACH PMT NO 80057637  | 4,199.06   |
|--|--|--|
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  | SOCIAL SECURITY<br>CHECK NO 00556015   | 9,101.78   |
| VIRGINIA M BEUHL   | INTERPRETER COSTS<br>ACH PMT NO 80057563   | 280.00   |
| TOTAL FOR 0500 -   | LEGAL  | 19,764.68  |
| 0520 - MAYOR   |  |  |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD   | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 280.00   |
| TESSA DELBRIDGE  | OPERATING SUPPLIES<br>CHECK NO 00555948  | 52.18  |
|  | SOCIAL SECURITY<br>CHECK NO 00556015   | 957.90   |
| TOTAL FOR 0520 -   | - MAYOR  | 1,290.08   |
| 0550 - NEIGHBORHOOD SERVICES   |  |  |
|  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 200.00   |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  |  | 1,023.02   |
| HIII BENEFITO ( CITT )   |  |  |
|  | NEIGHBORHOOD SERVICES  | 1,223.02   |
|  |  |  |
| TOTAL FOR 0550 -   |  |  |
| TOTAL FOR 0550 -   | NEIGHBORHOOD SERVICES PER DIEM   | 1,223.02   |
| TOTAL FOR 0550 - 0560 - MUNICIPAL COURT  | PER DIEM CHECK NO 00555969 IT/DATA SERVICES  | 74.00  |
| TOTAL FOR 0550 -  0560 - MUNICIPAL COURT  CAMBRIA RAVSTEN  COMCAST  HONORABLE MAYOR AND COUNCIL MEMBERS  | PER DIEM CHECK NO 00555969 IT/DATA SERVICES  | 1,223.02<br>74.00<br>108.34<br>12/10/18                          |
| TOTAL FOR 0550 -  0560 - MUNICIPAL COURT  CAMBRIA RAVSTEN  COMCAST  HONORABLE MAYOR AND COUNCIL MEMBERS  | PER DIEM CHECK NO 00555969  IT/DATA SERVICES ACH PMT NO 80057780   | 1,223.02<br>74.00<br>108.34<br>12/10/18                          |
| TOTAL FOR 0550 -  0560 - MUNICIPAL COURT  CAMBRIA RAVSTEN  COMCAST  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  DEVRIES INFORMATION MANAGEMENT  ICMA RETIREMENT TRUST 457   | PER DIEM CHECK NO 00555969  IT/DATA SERVICES ACH PMT NO 80057780  GULTS IN CLAIMS AS FOLLOWS: MISC SERVICES/CHARGES  | 1,223.02<br>74.00<br>108.34<br>12/10/18<br>PAGE 8                |
| TOTAL FOR 0550 -  0560 - MUNICIPAL COURT  CAMBRIA RAVSTEN  COMCAST  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  DEVRIES INFORMATION MANAGEMENT  ICMA RETIREMENT TRUST 457   | PER DIEM CHECK NO 00555969  IT/DATA SERVICES ACH PMT NO 80057780  SULTS IN CLAIMS AS FOLLOWS:  MISC SERVICES/CHARGES ACH PMT NO 80057711  DEFERRED COMPENSATION-MATCHING   | 1,223.02 74.00 108.34 12/10/18 PAGE 8                            |
| TOTAL FOR 0550 -  0560 - MUNICIPAL COURT  CAMBRIA RAVSTEN  COMCAST  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  DEVRIES INFORMATION MANAGEMENT  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD                    | PER DIEM CHECK NO 00555969  IT/DATA SERVICES ACH PMT NO 80057780  SULTS IN CLAIMS AS FOLLOWS:  MISC SERVICES/CHARGES ACH PMT NO 80057711  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  ALARM/SECURITY SERVICES  | 1,223.02  74.00  108.34  12/10/18 PAGE 8  22.40  1,741.00        |
| TOTAL FOR 0550 -  0560 - MUNICIPAL COURT  CAMBRIA RAVSTEN  COMCAST  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  DEVRIES INFORMATION MANAGEMENT  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  PPC SOLUTIONS INC | PER DIEM CHECK NO 00555969  IT/DATA SERVICES ACH PMT NO 80057780  GULTS IN CLAIMS AS FOLLOWS:  MISC SERVICES/CHARGES ACH PMT NO 80057711  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  ALARM/SECURITY SERVICES CHECK NO 00555968  PARKING/TOLLS (LOCAL) | 1,223.02  74.00  108.34  12/10/18 PAGE 8  22.40  1,741.00  88.16 |

|  | CHECK NO 00555970                                 | 74.00              |
|--|---|--------------------|
| UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY |   | 220.55             |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )            |   | 7,179.68           |
| WA STATE TREASURER   | AUTO THEFT PREVENTION CHECK NO 00556019           | 5,646.13           |
| WA STATE TREASURER   | BLOOD/BREATH TEST FEE<br>CHECK NO 00556019        | 173.71             |
| WA STATE TREASURER   | DEATH INVESTIGATIONS<br>CHECK NO 00556019         | 239.88             |
| WA STATE TREASURER   | HIGHWAY SAFETY<br>CHECK NO 00556019               | 696.05             |
| WA STATE TREASURER   | JIS ACCOUNT<br>CHECK NO 00556019                  | 14,655.44          |
| WA STATE TREASURER   | JUDICIAL STABILIZATION ACCT 56 CHECK NO 00556019  | 44.98              |
| WA STATE TREASURER   | PSEA (SHB 1869)<br>CHECK NO 00556019              | 22,208.89          |
| WA STATE TREASURER   | PSEA3<br>CHECK NO 00556019                        | 672.45             |
| WA STATE TREASURER   | SCHOOL ZONE SAFETY<br>CHECK NO 00556019           | 231.67             |
| WA STATE TREASURER   | SPECIAL ASSESSMENT<br>CHECK NO 00556019           | 41,458.38          |
| WA STATE TREASURER   | TRAUMATIC BRAIN INJ/TRAUMA CHECK NO 00556019      | 4,136.63           |
| WA STATE TREASURER   | VEHICLE LICENSE FRAUD<br>CHECK NO 00556019        | 6.96               |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                     |   | 12/10/18<br>PAGE 9 |
| PROCESSING OF VOUCHERS RES                                 | CULTS IN CLAIMS AS FOLLOWS:                       |                    |
| WA STATE TREASURER   | WSP HIGHWAY<br>CHECK NO 00556019                  | 1,357.92           |
| TOTAL FOR 0560 -   | MUNICIPAL COURT                                   | 101,607.08         |
| 0570 - OFFICE OF HEARING EXAMINER                          | 2   |                    |
| BRIAN MCGINN   | OTHER TRANSPORTATION EXPENSES ACH PMT NO 80057762 | 166.77             |
| BRIAN MCGINN   | PER DIEM<br>ACH PMT NO 80057762                   | 20.19              |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD   | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 160.00             |
| US BANK OR CITY TREASURER                                  | SOCIAL SECURITY                                   |                    |

| EMP BENEFITS ( CITY )                                    | CHECK NO 00556015                                 | 493.22              |
|--|---|---------------------|
| TOTAL FOR 0570   | - OFFICE OF HEARING EXAMINER                      | 840.18              |
| 620 - HUMAN RESOURCES                                    |   |                     |
|  | DEFERRED COMPENSATION-MATCHING                    | 648.75              |
| JENNIFER SAXON   | OTHER TRANSPORTATION EXPENSES ACH PMT NO 80057688 | 210.37              |
| OCCUPATIONAL MEDICINE<br>ASSOCIATES PS                   | MEDICAL SERVICES<br>ACH PMT NO 80057609           | 377.00              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015              | 1,998.02            |
| TOTAL FOR 0620   | - HUMAN RESOURCES                                 | 3,234.14            |
| 650 - PLANNING SERVICES                                  |   |                     |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING                    | 620.00              |
| SPOKANE COUNTY AUDITOR<br>SPOKANE COUNTY COURTHOUSE      | LEGAL SERVICES<br>ACH PMT NO 80057629             | 508.00              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          |   | 3,108.33            |
| TOTAL FOR 0650   | - PLANNING SERVICES                               | 4,236.33            |
| 680 - POLICE   |   |                     |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |   | 12/10/18<br>PAGE 10 |
| PROCESSING OF VOUCHERS RE                                | SULTS IN CLAIMS AS FOLLOWS:                       |                     |
| A-PRO AUTO BODY AND TOWING                               | TOWING EXPENSE<br>ACH PMT NO 80057559             | 159.12              |
| B & B TOWING LLC   | TOWING EXPENSE<br>ACH PMT NO 80057560             | 70.72               |
| CHRISTOPHER L JOHNSON                                    | CLOTHING<br>CHECK NO 00555950                     | 100.00              |
| COMCAST  | IT/DATA SERVICES<br>ACH PMT NO 80057572           | 1,899.44            |
| COPIERS NORTHWEST INC                                    | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057707 | 3.46                |
| DR LOUIS C SOWERS  | MEDICAL SERVICES<br>ACH PMT NO 80057836           | 1,500.00            |

EVERGREEN STATE TOWING LLC TOWING EXPENSE
DBA SPOKANE VALLEY TOWING ACH PMT NO. - 80057583

FIKES NORTHWEST INC/DIV OF OPERATING SUPPLIES

141.44

| VIKING LOGIC INC  | ACH PMT NO 80057714  | 67.78               |
|---|--|---------------------|
| GALLS LLC   | CLOTHING<br>ACH PMT NO 80057664                                  | 355.58              |
| GALLS LLC   | PROTECTIVE GEAR/CLOTHING ACH PMT NO 80057715                     | 634.81              |
| GRAINGER INC  | OPERATING SUPPLIES<br>ACH PMT NO 80057718                        | 152.10              |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000                 | 69,438.54           |
| JAELENE A LEESON  | PROFESSIONAL SERVICES<br>CHECK NO 00555965                       | 120.00              |
| ROBERT EARL ALFORD<br>dba ALL SERVICE EAST TOWING   | TOWING EXPENSE<br>ACH PMT NO 80057553                            | 70.72               |
| SENSKE PEST CONTROL<br>SENSKE LAWN & TREE CARE  |  | 54.40               |
| SPOKANE INTERNAL MEDICINE PS  | MEDICAL SERVICES<br>CHECK NO 00555974                            | 327.85              |
| ST ANN PARISH   | OPERATING RENTALS/LEASES ACH PMT NO 80057848                     | 475.00              |
| UNITED PARCEL SERVICE   | POSTAGE<br>CHECK NO 00555978                                     | 57.61               |
| US BANK<br>POLICE ADVANCE TRAVEL  | PER DIEM<br>ACH PMT NO 80057741                                  | 5,740.00            |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )   | SOCIAL SECURITY<br>CHECK NO 00556015                             | 41,013.54           |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS  |  | 12/10/18<br>PAGE 11 |
| PROCESSING OF VOUCHERS RES  | CULTS IN CLAIMS AS FOLLOWS:                                      |                     |
| WA ASSN OF SHERIFFS & POLICE<br>CHIEFS  | REGISTRATION/SCHOOLING<br>CHECK NO 00555979                      | 1,300.00            |
| WA STATE CRIMINAL JUSTICE TRAINING COMMISSION   | REGISTRATION/SCHOOLING<br>ACH PMT NO 80057744                    | 500.00              |
| WA STATE DEPT OF REVENUE  | PROFESSIONAL SERVICES  | 10.56               |
| WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS   | PENISION LEOFF II 3.5%   |                     |
| PRET OF KRITKERIEMI SISTEMS   |  | 2,308.30            |
| WESTERN STATES POLICE MEDICAL   | CHECK NO 00555742  | 2,308.30            |
| WESTERN STATES POLICE MEDICAL   | CHECK NO 00555742  VEBA MEDICAL SAVINGS-POLICE CHECK NO 00556021 | ·                   |
| WESTERN STATES POLICE MEDICAL TRUST   | CHECK NO 00555742  VEBA MEDICAL SAVINGS-POLICE CHECK NO 00556021 | 625.00              |
| WESTERN STATES POLICE MEDICAL TRUST  TOTAL FOR 0680 -  0690 - PROBATION SERVICES  ABSOLUTE DRUG TESTING LLC | CHECK NO 00555742  VEBA MEDICAL SAVINGS-POLICE CHECK NO 00556021 | 625.00              |

| % FIRST NATIONAL BANK OF MD  | CHECK NO 00556000   | 735.00  |
|--|---|---|
| MISTY M GRIFFITH   | OTHER TRANSPORTATION EXPENSES ACH PMT NO 80057757   | 310.65  |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  | SOCIAL SECURITY<br>CHECK NO 00556015  | 2,443.89  |
| VERIZON WIRELESS   | CELL PHONE<br>ACH PMT NO 80057862   | 119.91  |
| VERIZON WIRELESS   | IT/DATA SERVICES<br>ACH PMT NO 80057862   | 40.01   |
| TOTAL FOR 0690 -   | PROBATION SERVICES  | 4,504.46  |
| 0700 - PUBLIC DEFENDER   |   |   |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD   | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 1,405.00  |
| LARRY TANGEN   | LEGAL SERVICES<br>ACH PMT NO 80057676   | 1,020.50  |
| THOMSON WEST<br>WEST PUBLISHING PAYMENT CTR  | PUBLICATIONS<br>ACH PMT NO 80057855   | 1,328.45  |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  |   | 6,436.77  |
| TOTAL FOR 0700 -   | PUBLIC DEFENDER   | 10,190.72   |
|  |   |   |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS   |   | 12/10/18<br>PAGE 12                               |
| AND COUNCIL MEMBERS  | ULTS IN CLAIMS AS FOLLOWS:  |   |
| AND COUNCIL MEMBERS  | ULTS IN CLAIMS AS FOLLOWS:  |   |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  0750 - ECONOMIC DEVELOPMENT   | DEFERRED COMPENSATION-MATCHING  |   |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  0750 - ECONOMIC DEVELOPMENT  ICMA RETIREMENT TRUST 457  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | PAGE 12   |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  0750 - ECONOMIC DEVELOPMENT  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD   | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  REGISTRATION/SCHOOLING ACH PMT NO 80057630  | PAGE 12   |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  0750 - ECONOMIC DEVELOPMENT  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD  SPOKANE COUNTY TREASURER  UNIV DIST PUBLIC DEV AUTHORITY  US BANK OR CITY TREASURER   | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  REGISTRATION/SCHOOLING ACH PMT NO 80057630  CONTRACTUAL SERVICES ACH PMT NO 80057859  | PAGE 12<br>100.00<br>600.00                       |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  0750 - ECONOMIC DEVELOPMENT  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD  SPOKANE COUNTY TREASURER  UNIV DIST PUBLIC DEV AUTHORITY  US BANK OR CITY TREASURER  EMP BENEFITS ( CITY )                                    | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  REGISTRATION/SCHOOLING ACH PMT NO 80057630  CONTRACTUAL SERVICES ACH PMT NO 80057859  SOCIAL SECURITY   | PAGE 12  100.00  600.00  17,564.80                |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  0750 - ECONOMIC DEVELOPMENT  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD  SPOKANE COUNTY TREASURER  UNIV DIST PUBLIC DEV AUTHORITY  US BANK OR CITY TREASURER  EMP BENEFITS ( CITY )  VERIZON WIRELESS                  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  REGISTRATION/SCHOOLING ACH PMT NO 80057630  CONTRACTUAL SERVICES ACH PMT NO 80057859  SOCIAL SECURITY CHECK NO 00556015  CELL PHONE                     | PAGE 12  100.00  600.00  17,564.80  622.58        |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  0750 - ECONOMIC DEVELOPMENT  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD  SPOKANE COUNTY TREASURER  UNIV DIST PUBLIC DEV AUTHORITY  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  TOTAL FOR 0750 - | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  REGISTRATION/SCHOOLING ACH PMT NO 80057630  CONTRACTUAL SERVICES ACH PMT NO 80057859  SOCIAL SECURITY CHECK NO 00556015  CELL PHONE ACH PMT NO 80057680 | PAGE 12  100.00  600.00  17,564.80  622.58  57.97 |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  0750 - ECONOMIC DEVELOPMENT  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD  SPOKANE COUNTY TREASURER  UNIV DIST PUBLIC DEV AUTHORITY  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  TOTAL FOR 0750 - | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  REGISTRATION/SCHOOLING ACH PMT NO 80057630  CONTRACTUAL SERVICES ACH PMT NO 80057859  SOCIAL SECURITY CHECK NO 00556015  CELL PHONE ACH PMT NO 80057680 | PAGE 12  100.00  600.00  17,564.80  622.58  57.97 |

| 100 - STREET FUND  |   |                     |
|--|---|---------------------|
| CENTURYLINK  | TELEPHONE<br>CHECK NO 00555991                    | 246.49              |
| CPM DEVELOPMENT CORP DBA<br>INLAND ASPHALT COMPANY             |   | 12,758.29           |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD       | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 5,026.72            |
|  | ADVISORY TECHNICAL SERVICE<br>ACH PMT NO 80057682 | 445.00              |
| NORTH SPOKANE IRRIGATION DIST #8                               | PUBLIC UTILITY SERVICE<br>CHECK NO 00556006       | 5.00                |
| NORTHWEST INDUSTRIAL SERVICES<br>DBA AMERICAN ON SITE SERVICES | ,   | 180.00              |
| OCCUPATIONAL MEDICINE<br>ASSOCIATES PS                         | MEDICAL SERVICES<br>ACH PMT NO 80057609           | 332.00              |
| SHAMROCK MANUFACTURING INC                                     | OTHER REPAIRS/MAINTENANCE<br>ACH PMT NO 80057623  | 6,111.49            |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                         |   | 12/10/18<br>PAGE 13 |
| PROCESSING OF VOUCHERS RES                                     | SULTS IN CLAIMS AS FOLLOWS:                       |                     |
| TRAFFIC SAFETY SUPPLY INC                                      | OTHER REPAIRS/MAINTENANCE<br>ACH PMT NO 80057638  | 5,562.20            |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )                | SOCIAL SECURITY<br>CHECK NO 00556015              | 20,746.79           |
| VERIZON WIRELESS   | CELL PHONE<br>ACH PMT NO 80057862                 | 231.88              |
| VERIZON WIRELESS   | IT/DATA SERVICES<br>ACH PMT NO 80057862           | 199.06              |
| WESTERN PACIFIC SIGNAL LLC                                     | MACHINERY/EQUIPMENT<br>ACH PMT NO 80057644        | 550.00              |
| TOTAL FOR 1100 -   | - STREET FUND                                     | 52,394.92           |
| 200 - CODE ENFORCEMENT FUND                                    |   |                     |
|  | CONTRACTUAL SERVICES                              | 480.80              |
| FEDERAL EXPRESS CORP/DBA FEDEX                                 | POSTAGE<br>ACH PMT NO 80057585                    | 12.37               |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD       | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 705.00              |
| NORTHWEST INDUSTRIAL SERVICES                                  | OPERATING RENTALS/LEASES                          |                     |

| DBA AMERICAN ON SITE SERVICES   | ACH PMT NO 80057769   | 85.00                           |
|---|---|---------------------------------|
| SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE  |   | 598.00                          |
| SPOKANE COUNTY TREASURER  | CONTRACTUAL SERVICES<br>ACH PMT NO 80057675   | 218.59                          |
| SPOKANE COUNTY TREASURER  | OTH DUES/SUBSCRIPTNS/MEMBERSHP<br>ACH PMT NO 80057630   | 450.00                          |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )   |   | 2,583.52                        |
| WITHERSPOON BRAJCICH<br>MCPHEE PLLC   | CONTRACTUAL SERVICES<br>ACH PMT NO 80057647   | 978.60                          |
| TOTAL FOR 1200 -  | CODE ENFORCEMENT FUND   | 6,111.88                        |
| 1300 - LIBRARY FUND   |   |                                 |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 2,365.00                        |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )   | SOCIAL SECURITY<br>CHECK NO 00556015  | 13,852.33                       |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS  |   | 12/10/18<br>PAGE 14             |
| PROCESSING OF VOUCHERS RES  | ULTS IN CLAIMS AS FOLLOWS:  |                                 |
|   |   |                                 |
| TOTAL FOR 1300 -  | LIBRARY FUND  | 16,217.33                       |
| TOTAL FOR 1300 -  | LIBRARY FUND  | 16,217.33                       |
|   |   | 16,217.33                       |
| 1360 - MISCELLANEOUS GRANTS FUND SPOKANE PUBLIC SCHOOLS   | <br>CONTRACTUAL SERVICES  |                                 |
| 1360 - MISCELLANEOUS GRANTS FUND SPOKANE PUBLIC SCHOOLS SPOKANE PUBLIC SCHOOLS  | CONTRACTUAL SERVICES ACH PMT NO 80057844  GRANT CASH PASS THRU ACCOUNT  | 10,554.35                       |
| 1360 - MISCELLANEOUS GRANTS FUND SPOKANE PUBLIC SCHOOLS SPOKANE PUBLIC SCHOOLS  | CONTRACTUAL SERVICES ACH PMT NO 80057844  GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80057844  | 10,554.35<br>10,554.35-         |
| 1360 - MISCELLANEOUS GRANTS FUND SPOKANE PUBLIC SCHOOLS  SPOKANE PUBLIC SCHOOLS  TOTAL FOR 1360 -  1380 - TRAFFIC CALMING MEASURES HISTORICAL RESEARCH ASSOCIATES                   | CONTRACTUAL SERVICES ACH PMT NO 80057844  GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80057844  MISCELLANEOUS GRANTS FUND   | 10,554.35<br>10,554.35-         |
| 1360 - MISCELLANEOUS GRANTS FUND SPOKANE PUBLIC SCHOOLS  SPOKANE PUBLIC SCHOOLS  TOTAL FOR 1360 -  1380 - TRAFFIC CALMING MEASURES HISTORICAL RESEARCH ASSOCIATES                   | CONTRACTUAL SERVICES ACH PMT NO 80057844  GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80057844  MISCELLANEOUS GRANTS FUND  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057795   | 10,554.35<br>10,554.35-<br>0.00 |
| 1360 - MISCELLANEOUS GRANTS FUND SPOKANE PUBLIC SCHOOLS  SPOKANE PUBLIC SCHOOLS  TOTAL FOR 1360 -  1380 - TRAFFIC CALMING MEASURES HISTORICAL RESEARCH ASSOCIATES  TOTAL FOR 1380 - | CONTRACTUAL SERVICES ACH PMT NO 80057844  GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80057844  MISCELLANEOUS GRANTS FUND  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057795  TRAFFIC CALMING MEASURES   | 10,554.35<br>10,554.35-<br>0.00 |
| 1360 - MISCELLANEOUS GRANTS FUND SPOKANE PUBLIC SCHOOLS  SPOKANE PUBLIC SCHOOLS  TOTAL FOR 1360 -  1380 - TRAFFIC CALMING MEASURES HISTORICAL RESEARCH ASSOCIATES  TOTAL FOR 1380 - | CONTRACTUAL SERVICES ACH PMT NO 80057844  GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80057844  MISCELLANEOUS GRANTS FUND  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057795  TRAFFIC CALMING MEASURES   | 10,554.35<br>10,554.35-<br>0.00 |
| 1360 - MISCELLANEOUS GRANTS FUND  SPOKANE PUBLIC SCHOOLS  TOTAL FOR 1360 -  1380 - TRAFFIC CALMING MEASURES  HISTORICAL RESEARCH ASSOCIATES  TOTAL FOR 1380 -                       | CONTRACTUAL SERVICES ACH PMT NO 80057844  GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80057844  MISCELLANEOUS GRANTS FUND  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057795  TRAFFIC CALMING MEASURES  IT/DATA SERVICES ACH PMT NO 80057572  DEFERRED COMPENSATION-MATCHING | 10,554.35<br>10,554.35-<br>0.00 |

| ASSOCIATES PS  | ACH PMT NO 80057609                               | 1,552.25            |
|--|---|---------------------|
|  | OPERATING SUPPLIES<br>ACH PMT NO 80057630         | 600.00              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015              | 23,526.76           |
| TOTAL FOR 1400 -   | PARKS AND RECREATION FUND                         | 29,763.97           |
| 1450 - UNDER FREEWAY PARKING FUND                        |   |                     |
|  | UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057771   | 3,236.32            |
| SPOKANE COUNTY TREASURER                                 | CONTRACTUAL SERVICES ACH PMT NO 80057675          | 20,948.36           |
| TOTAL FOR 1450 -   | UNDER FREEWAY PARKING FUND                        | 24,184.68           |
| 1460 - PARKING METER REVENUE FUND                        |   |                     |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |   | 12/10/18<br>PAGE 15 |
| PROCESSING OF VOUCHERS RES                               | ULTS IN CLAIMS AS FOLLOWS:                        |                     |
| CENTURYLINK  | TELEPHONE<br>CHECK NO 00555715                    | 113.44              |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 588.53              |
| TECHNOLOGY UNLIMITED                                     | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057738 | 1,474.24            |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015              | 2,510.85            |
| TOTAL FOR 1460 -   | PARKING METER REVENUE FUND                        | 4,687.06            |
| 1510 - SPOKANE RGL EMERG COM SYS                         |   |                     |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD |   | 100.00              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015              | 298.54              |
| TOTAL FOR 1510 -   | SPOKANE RGL EMERG COM SYS                         | 398.54              |
| 1560 - FORFEITURES & CONTRIBUTION                        |   |                     |
| CARRIE L PAETSCH<br>DBA NORTH COUNTRY SERVICES           | LEGAL SERVICES                                    | 1,320.71            |
| GRAINGER INC   | MINOR EQUIPMENT<br>ACH PMT NO 80057789            | 1,952.27            |
| LARRY H MILLER TOYOTA LEXIS                              | VEHICLES  |                     |

| SPOKANE  | CHECK NO 00556004                                  | 25,000.00           |
|--|--|---------------------|
| SPOKANE COUNTY AUDITOR                                   |  | 25,000.00           |
| SPOKANE COUNTY COURTHOUSE                                |  | 309.00              |
| TOTAL FOR 1560 -   | FORFEITURES & CONTRIBUTION FND                     | 28.581.98           |
| 1011111 1011 1000  |  | 20,002.20           |
| 1590 - HOTEL/MOTEL TAX FUND                              |  |                     |
|  | IG PAYMENT FROM FED/STATE/LOCL ACH PMT NO 80057845 | 360,372.47          |
| TOTAL FOR 1590 -   | HOTEL/MOTEL TAX FUND                               | 360,372.47          |
| 1620 - PUBLIC SAFETY & JUDICIAL G                        | RANT   |                     |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 744.22              |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |  | 12/10/18<br>PAGE 16 |
| PROCESSING OF VOUCHERS RES                               | ULTS IN CLAIMS AS FOLLOWS:                         |                     |
|  | PER DIEM<br>ACH PMT NO 80057741                    | 751.00              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015               | 197.64              |
| TOTAL FOR 1620 -   | PUBLIC SAFETY & JUDICIAL GRANT                     | 1,692.86            |
| 1630 - COMBINED COMMUNICATIONS CE                        | NTER   |                     |
| AT&T MOBILITY  | CELL PHONE<br>CHECK NO 00555947                    | 4.47                |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 1,558.60            |
| ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER | DEFERRED COMPENSATION-MATCHING CHECK NO 00556003   | 1,287.28            |
| STUART CONSULTING GROUP INC                              | CONTRACTUAL SERVICES<br>CHECK NO 00555746          | 2,185.00            |
|  | SOCIAL SECURITY<br>CHECK NO 00556015               | 4,659.45            |
| TOTAL FOR 1630 -   | COMBINED COMMUNICATIONS CENTER                     | 9,694.80            |
| 1640 - COMMUNICATIONS BLDG M&O FU                        | IND  |                     |
| ENVIRONMENT CONTROL OF SPOKANE                           | LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80057661    | 2,035.00            |
| FASTENAL CO  | OPERATING SUPPLIES<br>ACH PMT NO 80057584          | 496.72              |

FOUR SEASONS LANDSCAPING INC LANDSCAPE/GROUNDS MAINT

| TOTAL FOR 1640 -                                    | - COMMUNICATIONS BLDG M&O FUND                    | 3,550.60            |
|---|---|---------------------|
|   |   | ,                   |
| 1680 - CD/HS OPERATIONS                             |   |                     |
|   | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 760.00              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )     |   | 4,011.19            |
| TOTAL FOR 1680 -                                    | - CD/HS OPERATIONS                                | 4,771.19            |
| 1910 - CRIMINAL JUSTICE ASSISTANC                   | CE FD   |                     |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS              |   | 12/10/18<br>PAGE 17 |
| PROCESSING OF VOUCHERS RES                          | GULTS IN CLAIMS AS FOLLOWS:                       |                     |
| SPOKANE COUNTY TREASURER                            | COUNTY JAIL COSTS<br>ACH PMT NO 80057675          | 371,195.74          |
| WA ASSN OF SHERIFFS & POLICE<br>CHIEFS              | STATE OF WASHINGTON CHECK NO 00555747             | 20,848.13           |
| WA STATE DEPT OF CORRECTIONS SPOKANE WORK CREW      | STATE OF WASHINGTON<br>ACH PMT NO 80057681        | 416.00              |
| TOTAL FOR 1910 -                                    | - CRIMINAL JUSTICE ASSISTANCE FD                  | 392,459.87          |
| 1950 - PARK CUMULATIVE RESERVE FU                   |   |                     |
| SPOKANE COUNTY AUDITOR<br>SPOKANE COUNTY COURTHOUSE |   | 108.00              |
| TOTAL FOR 1950 -                                    | - PARK CUMULATIVE RESERVE FUND                    | 108.00              |
| 1970 - FIRE/EMS FUND                                |   |                     |
| ALSCO DIVISION OF ALSCO INC                         |   | 17.68               |
| AT&T MOBILITY                                       | CELL PHONE<br>CHECK NO 00555947                   | 3.75                |
| BATTERY SYSTEMS INC                                 | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057700 | 252.93              |
| BENJAMIN M PRICE                                    | OTHER PREPAYMENTS<br>ACH PMT NO 80057687          | 630.00              |
| CITY SERVICE VALCON LLC                             | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80057704     | 1,061.97            |
| COMCAST   | IT/DATA SERVICES<br>ACH PMT NO 80057572           | 332.11              |

COPIERS NORTHWEST INC OFFICE SUPPLIES

|  | ACH PMT NO 80057707                                | 158.79              |
|--|--|---------------------|
| CW NIELSEN MFG CORP                                      | CLOTHING<br>ACH PMT NO 80057708                    | 186.05              |
| DIVINES TOWING/DIV OF DIVINE CORP                        | MOTOR FUEL-OUTSIDE VENDOR<br>ACH PMT NO 80057579   | 200.20              |
| DR LOUIS C SOWERS  | MEDICAL SERVICES<br>ACH PMT NO 80057626            | 4,500.00            |
| ENVIRONMENT CONTROL OF SPOKANE                           | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO 80057661 | 2,340.00            |
| FASTENAL CO  | MINOR EQUIPMENT<br>ACH PMT NO 80057584             | 1,012.62            |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |  | 12/10/18<br>PAGE 18 |
| PROCESSING OF VOUCHERS RES                               | ULTS IN CLAIMS AS FOLLOWS:                         |                     |
| FASTENAL CO  | OPERATING SUPPLIES<br>ACH PMT NO 80057584          | 2,345.77            |
| FASTENAL CO  | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057584  | 754.41              |
| FASTENAL CO  | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057584  | 236.79              |
| FIRE CONTROL SPRINKLER SYSTEMS PO BOX 7204               | PUBLIC SAFETY LICENSE/PERM<br>CHECK NO 00555720    | 35.00               |
| FOUR SEASONS LANDSCAPING INC                             | LANDSCAPE/GROUNDS MAINT<br>ACH PMT NO 80057663     | 1,900.21            |
| HAYDEN LOVE  | OTHER PREPAYMENTS<br>ACH PMT NO 80057761           | 350.00              |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 10,336.82           |
| ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER | DEFERRED COMPENSATION-MATCHING CHECK NO 00556003   | 42,346.22           |
| JASON DONAHUE  | OTHER PREPAYMENTS<br>ACH PMT NO 80057753           | 630.00              |
| L N CURTIS & SONS  | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80057803  | 480.59              |
| MICHAEL P JOHNSON  | OTHER PREPAYMENTS<br>ACH PMT NO 80057720           | 630.00              |
| NICHOLAS D WILSON  | OTHER PREPAYMENTS<br>ACH PMT NO 80057690           | 630.00              |
| NORCO INC  | SAFETY SUPPLIES<br>ACH PMT NO 80057608             | 113.78              |
| PHYSIO-CONTROL INC                                       | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057614  | 489.60              |
| PRO MECHANICAL SERVICES INC                              | BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80057617   | 2,498.32            |
| REXEL INC  | REPAIR & MAINTENANCE SUPPLIES                      |                     |

| SPOKANE FIRE DEPARTMENT  |                              |                               |            |
|--|------------------------------|-------------------------------|------------|
| IMPREST FUND   | DBA PLATT ELECTRIC SUPPLY    | ACH PMT NO 80057615           | 2,580.12   |
| CHECK NO 00555746 3,705.00  THE MEN'S WEARHOUSE INC CLOTHING ALTERATIONS & REPAIRS CHECK NO 00555734 5.44  US BANK OR CITY TREASURER SOCIAL SECURITY CHECK NO 00556015 25,015.51  HONORABLE MAYOR AND COUNCIL MEMBERS PAGE 19  PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:  WASHINGTON LEOFF CHECK NO 00555742 518.76  WILDROSE LTD dba CLOTHING ACH FMT NO 80057749 84.54  TOTAL FOR 1970 - FIRE/EMS FUND 106,386.39  1990 - TRANSPORTATION BENEFIT FUND  GEORGE BAYER 2201 N CRAIG FD LT 132 CHECK NO 00555719 20.00  WA STATE DEPT/TRANSPORTATION CONTRACTUAL SERVICES ACH FMT NO 80057745 2,956.16  TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND 2,976.16  3200 - ARTERIAL STREET FUND  ADAMS & CLARK INC CONSTRUCTION OF FIXED ASSETS ACH FMT NO 80057695 500.00  AVISTA CORPORATION CONSTRUCTION OF FIXED ASSETS ACH FMT NO 80057695 500.00  AVISTA CORPORATION CONSTRUCTION OF FIXED ASSETS ACH FMT NO 80057795 652.05  DCI ENGINEERS RIGHT OF WAY ACH FMT NO 80057709 2,895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH FMT NO 80057709 2,895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH FMT NO 80057709 89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH FMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH FMT NO 80057619 89,987.64  NITHERSPOON BRAJCICH RIGHT OF WAY ACH FMT NO 80057647 975.80 |                              |                               | 3.41       |
| CHECK NO 00555734 5.44  US BANK OR CITY TREASURER SOCIAL SECURITY EMP BENEFITS ( CITY ) CHECK NO 00556015 25,015.51  HONORABLE MAYOR AND COUNCIL MEMBERS 12/10/18 PAGE 19  PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:  WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS CHECK NO 00555742 518.76  WILDROSE LTD dba CLOTHING ACH PMT NO 80057749 84.54  TOTAL FOR 1970 - FIRE/EMS FUND 106,386.39  1990 - TRANSPORTATION BENEFIT FUND  GEORGE BAYER TBD VEHICLE FEES CHECK NO 00555719 20.00  WA STATE DEPT/TRANSPORTATION CONTRACTUAL SERVICES ACH PMT NO 80057745 2,956.16  TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND 2,976.16  3200 - ARTERIAL STREET FUND  ADAMS & CLARK INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695 500.00  AVISTA CORPORATION CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695 2,157.20  BUDINGER & ASSOCIATES INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057795 652.05  DCI ENGINEERS ACH PMT NO 80057709 2,895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057709 2,895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057656 9.531.08  WITHERSPOON BRAJCICH RIGHT OF WAY ACH PMT NO 80057647 975.80                     | STUART CONSULTING GROUP INC  |                               | 3,705.00   |
| ### BENEFITS ( CITY ) CHECK NO 00556015 25,015.51  ### HONORABLE MAYOR AND COUNCIL MEMBERS PAGE 19  ### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:  ### WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS CHECK NO 00555742 518.76  ### WILDROSE LTD daba CLOTHING WILDROSE GRAPHICS ACH PMT NO 80057749 84.54  ### TOTAL FOR 1970 - FIRE/EMS FUND 106,386.39  1990 - TRANSPORTATION BENEFIT FUND  ### TOTAL FOR 1970 - FIRE/EMS FUND 106,386.39  1990 - TRANSPORTATION BENEFIT FUND  ### STATE DEPT/TRANSPORTATION CONTRACTUAL SERVICES ACH PMT NO 80057745 2,956.16  ### TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND 2,976.16  3200 - ARTERIAL STREET FUND  ### ADAMS & CLARK INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695 500.00  ### AVISTA CORPORATION CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698 2,157.20  ### BUDINGER & ASSOCIATES INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775 652.05  ### DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057769 2,895.00  ### RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057769 89,987.64  ### TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057619 89,987.64  ### TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057647 975.80  ### WITHERSPOON BRAJCICH RIGHT OF WAY ACH PMT NO 80057647 975.80  | THE MEN'S WEARHOUSE INC      |                               | 5.44       |
| AND COUNCIL MEMBERS PAGE 19  PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:  WASHINGTON LEOFF PENISION LEOFF II 3.5% DEPT OF RETIREMENT SYSTEMS CHECK NO 00555742 518.76  WILDROSE LTD dba CLOTHING WILDROSE LTD dba CLOTHING WILDROSE GRAPHICS ACH PMT NO 80057749 84.54  TOTAL FOR 1970 - FIRE/EMS FUND 106,386.39  1990 - TRANSPORTATION BENEFIT FUND  GEORGE BAYER TED VEHICLE FEES 2201 N CRAIG RD LT 132 CHECK NO 00555719 20.00  WA STATE DEPT/TRANSPORTATION CONTRACTUAL SERVICES ACH PMT NO 80057745 2.956.16  TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND 2,976.16  3200 - ARTERIAL STREET FUND  ADAMS & CLARK INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695 500.00  AVISTA CORPORATION CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695 652.05  BUDINGER & ASSOCIATES INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775 652.05  DCI ENGINEERS CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057779 2.895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057709 2.895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057856 9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY ACH PMT NO 80057847 975.80   |                              |                               | 25,015.51  |
| WASHINGTON LEOFF<br>DEPT OF RETIREMENT SYSTEMS         PENISION LEOFF II 3.5%<br>CHECK NO 00555742         518.76           WILDROSE LID dba<br>WILDROSE GRAPHICS         CLOTHING<br>ACH PMT NO 80057749         84.54           TOTAL FOR 1970 - FIRE/EMS FUND         106,386.39           1990 - TRANSPORTATION BENEFIT FUND         TED VEHICLE FEES<br>2201 N CRAIG RD LT 132         CHECK NO 00555719         20.00           WA STATE DEPT/TRANSPORTATION         CONTRACTUAL SERVICES<br>ACH PMT NO 80057745         2,956.16           3200 - ARTERIAL STREET FUND         CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO 80057695         500.00           AVISTA CORPORATION         CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO 80057698         2,157.20           BUDINGER & ASSOCIATES INC         CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO 80057775         652.05           DCI ENGINEERS<br>D'AMATO CONVERSANO INC         RIGHT OF WAY<br>ACH PMT NO 80057709         2,895.00           RED DIAMOND CONSTRUCTION INC         CONSTRUCTION OF FIXED ASSETS<br>ACH PMT NO 80057619         89,987.64           TOOLE DESIGN GROUP LLC         CONTRACTUAL SERVICES<br>ACH PMT NO 80057856         9,531.08           WITHERSPOON BRAJCICH         RIGHT OF WAY<br>ACH PMT NO 80057647         975.80  |                              |                               |            |
| DEPT OF RETIREMENT SYSTEMS CHECK NO 00555742 518.76  WILDROSE LTD dba WILDROSE GRAPHICS ACH PMT NO 80057749 84.54  TOTAL FOR 1970 - FIRE/EMS FUND 106,386.39  1990 - TRANSPORTATION BENEFIT FUND  GEORGE BAYER TED VEHICLE FEES CHECK NO 00555719 20.00  WA STATE DEPT/TRANSPORTATION CONTRACTUAL SERVICES ACH PMT NO 80057745 2,956.16  TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND 2,976.16  3200 - ARTERIAL STREET FUND  ADAMS & CLARK INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695 500.00  AVISTA CORPORATION CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698 2,157.20  BUDINGER & ASSOCIATES INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775 652.05  DCI ENGINEERS RIGHT OF WAY ACH PMT NO 80057709 2,895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057656 9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY MCPHEE PLLC CONTRACTUAL SERVICES ACH PMT NO 80057647 975.80   | PROCESSING OF VOUCHERS RE    | SULTS IN CLAIMS AS FOLLOWS:   |            |
| ### WILDROSE GRAPHICS ACH PMT NO 80057749 84.54  ### TOTAL FOR 1970 - FIRE/EMS FUND 106,386.39  1990 - TRANSPORTATION BENEFIT FUND  ### GEORGE BAYER   |                              |                               | 518.76     |
| TOTAL FOR 1970 - FIRE/EMS FUND  1990 - TRANSPORTATION BENEFIT FUND  GEORGE BAYER TED VEHICLE FEES 2201 N CRAIG RD LT 132 CHECK NO 00555719 20.00  WA STATE DEPT/TRANSPORTATION CONTRACTUAL SERVICES ACH PMT NO 80057745 2,956.16  TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND 2,976.16  3200 - ARTERIAL STREET FUND  ADAMS & CLARK INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695 500.00  AVISTA CORPORATION CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698 2,157.20  BUDINGER & ASSOCIATES INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775 652.05  DCI ENGINEERS RIGHT OF WAY D'AMATO CONVERSANO INC ACH PMT NO 80057709 2,895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057856 9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY MCPHEE PLLC RIGHT OF WAY ACH PMT NO 80057647 975.80   |                              |                               | 84.54      |
| GEORGE BAYER  2201 N CRAIG RD LT 132  CHECK NO 00555719  20.00  WA STATE DEPT/TRANSPORTATION  CONTRACTUAL SERVICES ACH PMT NO 80057745  2,956.16  TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND  2,976.16  3200 - ARTERIAL STREET FUND  ADAMS & CLARK INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695  AVISTA CORPORATION  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698  2,157.20  BUDINGER & ASSOCIATES INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775  652.05  DCI ENGINEERS D'AMATO CONVERSANO INC  RED DIAMOND CONSTRUCTION INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057709  2,895.00  RED DIAMOND CONSTRUCTION INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619  89,987.64  TOOLE DESIGN GROUP LLC  CONTRACTUAL SERVICES ACH PMT NO 80057856  9,531.08  WITHERSPOON BRAJCICH MICHIEF PLLC  RIGHT OF WAY ACH PMT NO 80057647  975.80  | TOTAL FOR 1970               | - FIRE/EMS FUND               | 106,386.39 |
| GEORGE BAYER 2201 N CRAIG RD LT 132  CHECK NO 00555719  20.00  WA STATE DEPT/TRANSPORTATION  CONTRACTUAL SERVICES ACH PMT NO 80057745  2,956.16  TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND  2,976.16  3200 - ARTERIAL STREET FUND  ADAMS & CLARK INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695  500.00  AVISTA CORPORATION  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698  2,157.20  BUDINGER & ASSOCIATES INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775  652.05  DCI ENGINEERS D'AMATO CONVERSANO INC  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057709  2,895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619  89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057856  9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY MCPHEE PLLC RIGHT OF WAY ACH PMT NO 80057647  975.80   |                              |                               |            |
| ACH PMT NO 80057745 2,956.16  TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND 2,976.16  3200 - ARTERIAL STREET FUND  ADAMS & CLARK INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695 500.00  AVISTA CORPORATION CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698 2,157.20  BUDINGER & ASSOCIATES INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775 652.05  DCI ENGINEERS RIGHT OF WAY D'AMATO CONVERSANO INC ACH PMT NO 80057709 2,895.00  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057856 9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY ACH PMT NO 80057647 975.80  | GEORGE BAYER                 | TBD VEHICLE FEES              | 20.00      |
| ADAMS & CLARK INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695  DOI ON AVISTA CORPORATION  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057709  RED DIAMATO CONVERSANO INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619  RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619  S9,987.64  TOOLE DESIGN GROUP LLC  CONTRACTUAL SERVICES ACH PMT NO 80057856  9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY MCPHEE PLLC  RIGHT OF WAY MCPHEE PLLC  RIGHT OF WAY MCPHEE PLLC  RIGHT OF WAY  | WA STATE DEPT/TRANSPORTATION |                               | 2,956.16   |
| ADAMS & CLARK INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695  DOI ON TRUCTION OF FIXED ASSETS ACH PMT NO 80057698  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698  2,157.20  BUDINGER & ASSOCIATES INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775  652.05  DCI ENGINEERS D'AMATO CONVERSANO INC  RED DIAMOND CONSTRUCTION INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057709  2,895.00  RED DIAMOND CONSTRUCTION INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619  89,987.64  TOOLE DESIGN GROUP LLC  CONTRACTUAL SERVICES ACH PMT NO 80057856  9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY MCPHEE PLLC  ACH PMT NO 80057647  975.80   | TOTAL FOR 1990               | - TRANSPORTATION BENEFIT FUND | 2,976.16   |
| ADAMS & CLARK INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057695  500.00  AVISTA CORPORATION  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057698  2,157.20  BUDINGER & ASSOCIATES INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775  652.05  DCI ENGINEERS D'AMATO CONVERSANO INC  RED DIAMOND CONSTRUCTION INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057709  2,895.00  RED DIAMOND CONSTRUCTION INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619  89,987.64  TOOLE DESIGN GROUP LLC  CONTRACTUAL SERVICES ACH PMT NO 80057856  9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY MCPHEE PLLC  RIGHT OF WAY ACH PMT NO 80057647  975.80   | 3200 - ARTERIAL STREET FUND  |                               |            |
| BUDINGER & ASSOCIATES INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057709  2,895.00  RED DIAMOND CONSTRUCTION INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619  89,987.64  TOOLE DESIGN GROUP LLC  CONTRACTUAL SERVICES ACH PMT NO 80057856  9,531.08  WITHERSPOON BRAJCICH  RIGHT OF WAY ACH PMT NO 80057647  975.80   |                              | CONSTRUCTION OF FIXED ASSETS  | 500.00     |
| ACH PMT NO 80057775 652.05  DCI ENGINEERS D'AMATO CONVERSANO INC RED DIAMOND CONSTRUCTION INC CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057856 9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY MCPHEE PLLC RIGHT OF WAY ACH PMT NO 80057647 975.80  | AVISTA CORPORATION           |                               | 2,157.20   |
| D'AMATO CONVERSANO INC  ACH PMT NO 80057709  2,895.00  RED DIAMOND CONSTRUCTION INC  CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057619  89,987.64  TOOLE DESIGN GROUP LLC  CONTRACTUAL SERVICES ACH PMT NO 80057856  9,531.08  WITHERSPOON BRAJCICH  RIGHT OF WAY ACH PMT NO 80057647  975.80   | BUDINGER & ASSOCIATES INC    |                               | 652.05     |
| ACH PMT NO 80057619 89,987.64  TOOLE DESIGN GROUP LLC CONTRACTUAL SERVICES ACH PMT NO 80057856 9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY MCPHEE PLLC ACH PMT NO 80057647 975.80  |                              |                               | 2,895.00   |
| ACH PMT NO 80057856 9,531.08  WITHERSPOON BRAJCICH RIGHT OF WAY  MCPHEE PLLC ACH PMT NO 80057647 975.80  | RED DIAMOND CONSTRUCTION INC |                               | 89,987.64  |
| MCPHEE PLLC ACH PMT NO 80057647 975.80   | TOOLE DESIGN GROUP LLC       |                               | 9,531.08   |
|  |                              |                               | 975.80     |
|  | TOTAL FOR 3200               | - ARTERIAL STREET FUND        | 106,698.77 |

## 4100 - WATER DIVISION

| 4100 - WATER DIVISION                          |   |                     |
|--|---|---------------------|
| ACRANET CBS BRANCH/DIV OF<br>CBS REPORTING INC |   | 91.50               |
| ACTION MATERIALS                               | PAVING REPAIRS/MAINTENANCE<br>ACH PMT NO 80057694 | 4,528.76            |
| ANATEK LABS INC                                | CONTRACTUAL SERVICES<br>ACH PMT NO 80057653       | 136.00              |
| HONORABLE MAYOR AND COUNCIL MEMBERS            |   | 12/10/18<br>PAGE 20 |
| PROCESSING OF VOUCHERS RES                     | ULTS IN CLAIMS AS FOLLOWS:                        |                     |
| AVISTA UTILITIES                               | UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057699   | 111,244.70          |
| AVISTA UTILITIES                               | UTILITY NATURAL GAS<br>ACH PMT NO 80057699        | 1,718.29            |
| BRIAN J WALKER<br>3930 S EASTGATE CT           | REFUNDS<br>CHECK NO 00555963                      | 500.31              |
| CONSOLIDATED SUPPLY CO                         | INVENTORY PURCHASES FOR WATER ACH PMT NO 80057705 | 1,095.47            |
| CORE & MAIN LP                                 | INVENTORY PURCHASES FOR WATER ACH PMT NO 80057589 | 161.03              |
| DEVRIES INFORMATION MANAGEMENT                 | CONTRACTUAL SERVICES<br>ACH PMT NO 80057783       | 4.48                |
| FASTENAL CO                                    | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057788 | 246.54              |
| FIDELITY NATIONAL TITLE ATTN DREW YOUNG        | REFUNDS<br>CHECK NO 00555728                      | 379.57              |
| FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC    | CONTRACTUAL SERVICES<br>ACH PMT NO 80057714       | 40.67               |
| HASKINS STEEL CO INC                           | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057719 | 1,959.14            |
|  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 7,990.00            |
| INLAND POWER & LIGHT CO                        | UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057797   | 397.80              |
| KATHERINE LIVELY<br>3507 E GARNET AVE          | REFUNDS<br>CHECK NO 00555729                      | 164.94              |
| MICHAEL & TERRI KJOLSO<br>PO BOX 1432          | REFUNDS<br>CHECK NO 00555730                      | 224.61              |
| MITCHELL OMLOR                                 | PERMITS/OTHER FEES<br>CHECK NO 00555736           | 40.00               |
| MITCHELL OMLOR                                 | REGISTRATION/SCHOOLING<br>CHECK NO 00555736       | 250.00              |
| NATIONAL BARRICADE COMPANY                     | OPERATING RENTALS/LEASES ACH PMT NO 80057606      | 202.37              |
| NATIONAL BARRICADE COMPANY                     | REPAIR & MAINTENANCE SUPPLIES                     |                     |

|  | ACH PMT NO 80057606                               | 167.55              |
|--|---|---------------------|
| NEPTUNE TECHNOLOGY GROUP INC                             | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057727 | 510.00              |
| NEPTUNE TECHNOLOGY GROUP INC                             | INVENTORY PURCHASES FOR WATER ACH PMT NO 80057607 | 684.26              |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |   | 12/10/18<br>PAGE 21 |
| PROCESSING OF VOUCHERS RES                               | ULTS IN CLAIMS AS FOLLOWS:                        |                     |
| NEPTUNE TECHNOLOGY GROUP INC                             | MINOR EQUIPMENT<br>ACH PMT NO 80057814            | 62,375.25           |
| NORCO INC  | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057815 | 686.77              |
| OCCUPATIONAL MEDICINE<br>ASSOCIATES PS                   | MEDICAL SERVICES<br>ACH PMT NO 80057609           | 959.00              |
| OXARC INC  | OPERATING SUPPLIES<br>ACH PMT NO 80057612         | 924.80              |
| OXARC INC  | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057612 | 1,357.55            |
| OXARC INC  | REPAIRS/MAINTENANCE<br>ACH PMT NO 80057612        | 3,450.27            |
| RICHARD NIBLOCK<br>810 HARDING AVE                       | REFUNDS<br>CHECK NO 00555962                      | 51.02               |
| SPECIALTY ROOFING LLC                                    | REPAIRS/MAINTENANCE<br>ACH PMT NO 80057840        | 599.70              |
| SPOKANE CITY TREASURER                                   | REFUNDS<br>CHECK NO 00555972                      | 37.55               |
| STANDARD DIGITAL PRINT CO INC<br>DBA STANDARD PRINTWORKS | PRINTING/BINDING/REPRO<br>ACH PMT NO 80057849     | 38.05               |
| STARPLEX CORP  | ALARM/SECURITY SERVICES<br>ACH PMT NO 80057850    | 1,625.00            |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015              | 30,564.88           |
| VERIZON WIRELESS   | CELL PHONE<br>ACH PMT NO 80057680                 | 173.91              |
| WATER DEPARTMENT<br>IMPREST FUND                         | JUDGEMENTS/DAMAGES<br>CHECK NO 00555743           | 21.74               |
| WATER DEPARTMENT<br>IMPREST FUND                         | OTHER TRANSPORTATION EXPENSES CHECK NO 00555743   | 51.25               |
| WATER DEPARTMENT IMPREST FUND                            | PARKING/TOLLS (LOCAL)<br>CHECK NO 00555743        | 10.00               |
| WATER DEPARTMENT<br>IMPREST FUND                         | PERMITS/OTHER FEES<br>CHECK NO 00555743           | 102.00              |
|  |   |                     |

235,766.73

| AECOM TECHNICAL SERVICES INC                             | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057766 | 5,824.71            |
|--|--|---------------------|
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |  | 12/10/18<br>PAGE 22 |
| PROCESSING OF VOUCHERS RES                               | GULTS IN CLAIMS AS FOLLOWS:                      |                     |
| AVISTA CORPORATION                                       | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057557 | 715.00              |
| BUDINGER & ASSOCIATES INC                                | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057775 | 1,527.46            |
| CASCADE CABLE CONSTRUCTORS INC                           | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057776 | 8,484.89            |
| COFFMAN ENGINEERS INC                                    | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057779 | 1,287.50            |
| FIDELITY NATIONAL TITLE ATTN DREW YOUNG                  | REFUNDS<br>CHECK NO 00555728                     | 932.48              |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000 | 800.00              |
| KATHERINE LIVELY<br>3507 E GARNET AVE                    | REFUNDS<br>CHECK NO 00555729                     | 57.40               |
| LSB CONSULTING ENGINEERS PLLC                            | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057804 | 6,546.25            |
| MICHAEL TERRELL LANDSCAPE<br>ARCHITECTURE PLLC           | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057810 | 228.00              |
| RICHARD NIBLOCK<br>810 HARDING AVE                       | REFUNDS<br>CHECK NO 00555962                     | 57.40               |
| SIGNS NOW<br>DIV OF IN PROCESS INC                       | CONSTRUCTION OF FIXED ASSETS CHECK NO 00555740   | 1,801.42            |
| SPOKANE CITY TREASURER                                   | REFUNDS<br>CHECK NO 00555972                     | 57.40               |
| SPOKANE COUNTY CONSERVATION DISTRICT                     | CONSTRUCTION OF FIXED ASSETS CHECK NO 00556012   | 10,994.01           |
| TRINDERA ENGINEERING                                     | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057857 | 715.00              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015             | 3,746.40            |
| VERIZON WIRELESS   | CELL PHONE<br>ACH PMT NO 80057680                | 173.91              |
| WA STATE DEPT/TRANSPORTATION                             | CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80057745 | 583.93              |
|  |  |                     |

4300 - SEWER FUND

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT 44,533.16

| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |   | 12/10/18<br>PAGE 23 |
|--|---|---------------------|
| PROCESSING OF VOUCHERS RESU                              | ULTS IN CLAIMS AS FOLLOWS:                            |                     |
|  | REFUNDS<br>CHECK NO 00555729                          | 69.74               |
|  | REFUNDS<br>CHECK NO 00555962                          | 69.74               |
|  | REFUNDS<br>CHECK NO 00555972                          | 34.22               |
| TOTAL FOR 4300 -   | SEWER FUND  | 1,319.50            |
| 4310 - SEWER MAINTENANCE DIVISION                        |   |                     |
| CENTURYLINK  | TELEPHONE<br>CHECK NO 00555715                        | 330.24              |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD |   | 2,520.00            |
| OCCUPATIONAL MEDICINE<br>ASSOCIATES PS                   | MEDICAL SERVICES<br>ACH PMT NO 80057609               | 233.00              |
| STANDARD DIGITAL PRINT CO INC<br>DBA STANDARD PRINTWORKS |   | 68.85               |
| STANDARD DIGITAL PRINT CO INC<br>DBA STANDARD PRINTWORKS |   | 38.05               |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015                  | 8,658.26            |
| TOTAL FOR 4310 -   | SEWER MAINTENANCE DIVISION                            | 11,848.40           |
| 4320 - RIVERSIDE PARK RECLAMATION                        | FAC   |                     |
| BATTERY SYSTEMS INC                                      | OPERATING SUPPLIES ACH PMT NO 80057562                | 847.38              |
| BETTER BODY FITNESS INC                                  | MACHINERY/EQUIPMENT<br>CHECK NO 00555714              | 9.05                |
| BETTER BODY FITNESS INC                                  | MINOR EQUIPMENT<br>CHECK NO 00555714                  | 102.85              |
| BRANDSAFWAY SERVICES INC                                 | OPERATING RENTALS/LEASES ACH PMT NO 80057829          | 979.20              |
| CITY SERVICE VALCON LLC                                  | MOTOR FUEL-OUTSIDE VENDOR<br>ACH PMT NO 80057777      | 4,860.30            |
| COLUMBIA ELECTRIC SUPPLY/DIV<br>CONSOLIDATED ELECTRICAL  |   | 1,400.39            |
| DALLY ENVIRONMENTAL LLC                                  | OTH DUES/SUBSCRIPTNS/MEMBERSHP<br>ACH PMT NO 80057574 | 2,622.62            |

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AND COUNCIL MEMBERS PAGE 24

## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| DETECTION INSTRUMENTS CORP                               | MINOR EQUIPMENT<br>CHECK NO 00555716              | 6,393.84  |
|--|---|-----------|
| EUROFINS FRONTIER GLOBAL SCIENCES INC                    | TESTING SERVICES<br>ACH PMT NO 80057713           | 8,541.00  |
| FEDERAL EXPRESS CORP/DBA FEDEX                           | POSTAGE<br>ACH PMT NO 80057585                    | 802.32    |
| FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC              | LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80057586   | 47.45     |
| HDR ENGINEERING INC                                      | PROFESSIONAL SERVICES<br>ACH PMT NO 80057665      | 8,649.18  |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 5,745.00  |
| INLAND ENVIRONMENTAL RESOURCES INC                       | CHEMICAL/LAB SUPPLIES ACH PMT NO 80057796         | 13,268.16 |
| K & L GATES LLP  | LEGAL SERVICES<br>ACH PMT NO 80057800             | 12,767.40 |
| KEMIRA WATER SOLUTIONS INC                               | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO 80057801      | 39,473.10 |
| LARS H HENDRON   | LOCAL MILEAGE<br>ACH PMT NO 80057874              | 22.35     |
| LARS H HENDRON   | PARKING/TOLLS (LOCAL)<br>ACH PMT NO 80057874      | 16.25     |
| NORCO INC  | OPERATING RENTALS/LEASES<br>ACH PMT NO 80057815   | 146.55    |
| NORCO INC  | OPERATING SUPPLIES<br>ACH PMT NO 80057815         | 312.94    |
| NORTHWEST FENCE COMPANY INC                              | OPERATING RENTALS/LEASES<br>ACH PMT NO 80057729   | 133.18    |
| OCCUPATIONAL MEDICINE<br>ASSOCIATES PS                   | MEDICAL SERVICES<br>ACH PMT NO 80057609           | 272.50    |
| OIL RE-REFINING CO INC                                   | REPAIRS/MAINTENANCE<br>ACH PMT NO 80057819        | 150.00    |
| OLIN CORPORATION<br>CHLOR ALKALI                         | CHEMICAL/LAB SUPPLIES ACH PMT NO 80057730         | 12,508.30 |
| POINTE PEST CONTROL                                      | CONTRACTUAL SERVICES<br>ACH PMT NO 80057823       | 1,463.36  |
| POLYDYNE INC   | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO 80057825      | 21,723.24 |
| POWER CITY ELECTRIC INC                                  | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057826 | 887.37    |

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HONORABLE MAYOR

AND COUNCIL MEMBERS

## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| POWER CITY ELECTRIC INC                                  | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057826  | 267.69              |
|--|--|---------------------|
| SPECIALTY ROOFING LLC                                    | BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80057840   | 820.35              |
| SPOKANE EXERCISE EQUIPMENT SALES AND SERVICE             | MINOR EQUIPMENT<br>ACH PMT NO 80057631             | 9,566.78            |
| SVL ANALYTICAL INC                                       | TESTING SERVICES<br>ACH PMT NO 80057851            | 315.00              |
| TESTAMERICA LABORATORIES INC                             | TESTING SERVICES<br>ACH PMT NO 80057739            | 4,719.00            |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          |  | 24,775.61           |
| VISIONARY COMMUNICATIONS, INC                            | TELEPHONE<br>CHECK NO 00556016                     | 73.12               |
| WA STATE DEPT OF REVENUE                                 | CHEMICAL/LAB SUPPLIES                              | 1,911.65            |
| WA STATE DEPT OF REVENUE                                 | MINOR EQUIPMENT                                    | 562.66              |
| WASTE MANAGEMENT OF WA DBA<br>GRAHAM ROAD LANDFILL       | UTIL GARBAGE/WASTE REMOVAL<br>ACH PMT NO 80057868  | 2,405.27            |
| WINSTON & CASHATT PS                                     | LEGAL SERVICES<br>ACH PMT NO 80057646              | 32,770.27           |
| TOTAL FOR 4320 -   | RIVERSIDE PARK RECLAMATION FAC                     | 222,332.68          |
| 4330 - STORMWATER  |  |                     |
|  | UTILITY LIGHT/POWER SERVICE<br>ACH PMT NO 80057558 | 266.39              |
| CENTURYLINK  | TELEPHONE<br>CHECK NO 00555715                     | 60.31               |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 1,450.00            |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          |  | 4,629.18            |
| TOTAL FOR 4330 -   | STORMWATER   | 6,405.88            |
| 4340 - WATER/WW REVENUE BOND FUND                        |  |                     |
| BUDINGER & ASSOCIATES INC                                |  | 26,880.95           |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |  | 12/10/18<br>PAGE 26 |
| PROCESSING OF VOUCHERS RES                               | ULTS IN CLAIMS AS FOLLOWS:                         |                     |

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| 4360 - ENVIRONMENTAL PROGRAMS                            |   |                     |
|--|---|---------------------|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 225.00              |
|  | SOCIAL SECURITY<br>CHECK NO 00556015              | 839.51              |
| TOTAL FOR 4360 -   | - ENVIRONMENTAL PROGRAMS                          | 1,064.51            |
| 4480 - SOLID WASTE FUND                                  |   |                     |
| FIDELITY NATIONAL TITLE<br>ATTN DREW YOUNG               | REFUNDS<br>CHECK NO 00555728                      | 2,865.28            |
| KATHERINE LIVELY<br>3507 E GARNET AVE                    | REFUNDS<br>CHECK NO 00555729                      | 61.92               |
| RICHARD NIBLOCK<br>810 HARDING AVE                       | REFUNDS<br>CHECK NO 00555962                      | 34.20               |
| SPOKANE CITY TREASURER                                   | REFUNDS<br>CHECK NO 00555972                      | 33.43               |
| TOTAL FOR 4480 -   | - SOLID WASTE FUND                                | 2,994.83            |
| 4490 - SOLID WASTE DISPOSAL                              |   |                     |
| BIG SKY INDUSTRIAL/DIV OF WWSS ASSOCIATES INC            | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057544 | 4,891.31            |
| BRANDSAFWAY SERVICES INC                                 | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057621 | 42,162.22           |
| BROADWAY TRUCK STOP/DIV OF ALSAKER CORP                  | MOTOR FUEL-OUTSIDE VENDOR<br>CHECK NO 00555990    | 99.25               |
| COMCAST  | IT/DATA SERVICES<br>ACH PMT NO 80057572           | 188.34              |
| DIAMOND TECHNOLOGIES INNOVATIONS, INC                    | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057576 | 6,667.41            |
| DICK IRVIN INC.  | CONTRACTUAL SERVICES<br>ACH PMT NO 80057784       | 5,834.18            |
| DIVCO INC  | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057578 | 2,958.30            |
| ELJAY OIL CO INC   | MOTOR FUEL-OUTSIDE VENDOR<br>ACH PMT NO 80057787  | 2,174.13            |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |   | 12/10/18<br>PAGE 27 |
| PROCESSING OF VOUCHERS RES                               | BULTS IN CLAIMS AS FOLLOWS:                       |                     |
| EMPIRE BOILER  | MACHINERY/EQUIPMENT<br>ACH PMT NO 80057581        | 33,060.30           |
| EACTEMAL CO  | ODEDATING GUDDI LEG                               |                     |

OPERATING SUPPLIES

FASTENAL CO

|  | ACH PMT NO 80057788                               | 1,072.96            |
|--|---|---------------------|
| FASTENAL CO  | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80057788 | 732.40              |
| FASTENAL CO  | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057788 | 955.39              |
| FASTENAL CO  | SAFETY SUPPLIES<br>ACH PMT NO 80057584            | 37.08               |
| FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC                    | OPERATING SUPPLIES<br>ACH PMT NO 80057586         | 6.78                |
| GRAYMONT CAPITAL INC.  | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO 80057790      | 37,948.57           |
| GREENMARK ENTERPRISES LLC<br>DBA KILLER FILTER                 | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057588 | 737.27              |
| HASKINS STEEL CO INC   | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057793 | 2,370.86            |
| HDR ENGINEERING INC  | CONTRACTUAL SERVICES<br>ACH PMT NO 80057591       | 5,824.41            |
| HERC RENTALS INC   | OPERATING RENTALS/LEASES<br>ACH PMT NO 80057593   | 1,205.28            |
| HITACHI ZOSEN INOVA U.S.A.                                     | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057594 | 6,883.40            |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD       | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 3,550.00            |
| JARED SATTERLUND<br>DBA SATTERLUND TESTING AND                 | CONTRACTUAL SERVICES<br>CHECK NO 00555739         | 11,280.00           |
| JASON K RAINS  | PERMITS/OTHER FEES<br>CHECK NO 00555738           | 102.00              |
| MCCOY POWER CONSULTANTS INC                                    | CONTRACTUAL SERVICES<br>ACH PMT NO 80057809       | 14,968.89           |
| MICHELLE DORGAN  | LOCAL MILEAGE<br>ACH PMT NO 80057873              | 319.91              |
| NALCO CO   | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO 80057605      | 2,407.13            |
| NARWHAL MET LLC<br>dba WEATHERNET LLC                          | CONTRACTUAL SERVICES<br>ACH PMT NO 80057869       | 1,300.00            |
| NORCO INC  | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO 80057815      | 383.29              |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                         |   | 12/10/18<br>PAGE 28 |
| PROCESSING OF VOUCHERS RES                                     | CULTS IN CLAIMS AS FOLLOWS:                       |                     |
| NORTHSTAR CHEMICAL INC   | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO 80057728      | 4,803.73            |
| NORTHWEST INDUSTRIAL SERVICES<br>DBA AMERICAN ON SITE SERVICES |   | 110.00              |
| NORTHWEST VITAL RECORDS  | OFFICE SUPPLIES                                   |                     |

| CENTER INC                                      | ACH PMT NO 80057818                                  | 51.14               |
|---|--|---------------------|
| OIL RE-REFINING CO INC                          | HAZARDOUS WASTE DISPOSAL<br>ACH PMT NO 80057819      | 250.00              |
| ORCA PACIFIC INC                                | CHEMICAL/LAB SUPPLIES<br>ACH PMT NO 80057610         | 1,949.11            |
| RICHARD E CRAMER                                | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057751    | 34.49               |
| SCOTT K WINDSOR                                 | LOCAL MILEAGE<br>CHECK NO 00556022                   | 61.04               |
| SIMPLEXGRINNELL LP                              | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO 80057624 | 3,514.24            |
| SPECIALTY MACHINING & MFG CO                    | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO 80057627 | 435.20              |
| SPOKANE COUNTY TREASURER                        | SPOKANE COUNTY MISC SERVICES ACH PMT NO 80057842     | 2,443.42            |
| SPRING ENVIRONMENTAL INC                        | REGISTRATION/SCHOOLING<br>ACH PMT NO 80057847        | 472.50              |
|   | EQUIPMENT REPAIRS/MAINTENANCE<br>ACH PMT NO 80057639 | 2,284.80            |
| UNITED RENTALS NW INC                           | OPERATING RENTALS/LEASES<br>CHECK NO 00555741        | 1,654.12            |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) |  | 19,748.05           |
| V BELT GLOBAL SUPPLY INC                        | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80057641    | 294.86              |
| WA STATE DEPT OF REVENUE                        | REPAIR & MAINTENANCE SUPPLIES                        | 696.57              |
| TOTAL FOR 4490 -                                | - SOLID WASTE DISPOSAL                               | 228,924.33          |
| 4500 - SOLID WASTE COLLECTION                   |  |                     |
| ACRANET CBS BRANCH/DIV OF<br>CBS REPORTING INC  | BACKGROUND CHECKS<br>ACH PMT NO 80057693             | 131.00              |
| AVISTA UTILITIES                                | UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057772      | 1,872.37            |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS          |  | 12/10/18<br>PAGE 29 |
| PROCESSING OF VOUCHERS RES                      | SULTS IN CLAIMS AS FOLLOWS:                          |                     |
| AVISTA UTILITIES                                | UTILITY NATURAL GAS<br>ACH PMT NO 80057772           | 851.73              |
| CENTURYLINK                                     | TELEPHONE<br>CHECK NO 00555991                       | 56.74               |
| COMCAST   | TELEPHONE<br>ACH PMT NO 80057780                     | 260.75              |
| HEARN BROS PRINTING INC                         | PRINTING/BINDING/REPRO                               |                     |

|  | ACH PMT NO 80057592                              | 1,354.56            |
|--|--|---------------------|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000 | 4,805.00            |
| OCCUPATIONAL MEDICINE<br>ASSOCIATES PS                   | MEDICAL SERVICES<br>ACH PMT NO 80057609          | 527.00              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          | SOCIAL SECURITY<br>CHECK NO 00556015             | 22,680.34           |
| TOTAL FOR 4500 -   | SOLID WASTE COLLECTION                           | 32,539.49           |
| 600 - GOLF FUND  |  |                     |
|  | DEFERRED COMPENSATION-MATCHING                   | 407.21              |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )          |  | 1,955.97            |
| TOTAL FOR 4600 -   | GOLF FUND  | 2,363.18            |
| 700 - DEVELOPMENT SVCS CENTER                            |  |                     |
|  | PERMIT REFUNDS PAYABLE<br>CHECK NO 00555951      | 500.00              |
| ADAMS & CLARK INC  | CONTRACTUAL SERVICES<br>ACH PMT NO 80057541      | 1,403.78            |
|  | PERMIT REFUNDS PAYABLE<br>CHECK NO 00555731      | 60.00               |
| ADVANCED ELEC & ALARM SYST INC PO BOX 11816              | PERMIT REFUNDS PAYABLE CHECK NO 00555725         | 15.00               |
| ALEXANDRIA LYNN GOOLIE                                   | ADVISORY TECHNICAL SERVICE ACH PMT NO 80057716   | 240.00              |
| DANIEL J EAGLE   | ADVISORY TECHNICAL SERVICE CHECK NO 00555717     | 60.00               |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD    | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000 | 2,479.00            |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                   |  | 12/10/18<br>PAGE 30 |
| PROCESSING OF VOUCHERS RES                               | ULTS IN CLAIMS AS FOLLOWS:                       |                     |
| JACOB KOSLOWSKY  | REGISTRATION/SCHOOLING<br>ACH PMT NO 80057598    | 209.00              |
| JOHN B HARE  | ADVISORY TECHNICAL SERVICE ACH PMT NO 80057758   | 240.00              |
| JOSH'S ROOFING & CONST INC PO BOX 83                     | PERMIT REFUNDS PAYABLE<br>CHECK NO 00555722      | 99.00               |
| LYNETTE M PENCE<br>PO BOX 10854                          | PERMIT REFUNDS PAYABLE CHECK NO 00555732         | 3,657.65            |
| MACKIN & LITTLE INC                                      | PERMIT REFUNDS PAYABLE                           |                     |

| 2627 E TRENT AVE   | CHECK NO 00555726  | 99.00   |
|--|--|---|
| MATTHEW HENRY  | REGISTRATION/SCHOOLING<br>ACH PMT NO 80057648  | 209.00  |
| NORTHERN ELECTRIC LLC<br>PO BOX 329  | PERMIT REFUNDS PAYABLE<br>CHECK NO 00555723  | 55.00   |
| OK ELECTRIC INC<br>PO BOX 6545   | PERMIT REFUNDS PAYABLE<br>CHECK NO 00555733  | 15.00   |
| ROBERT W KAUL  | ADVISORY TECHNICAL SERVICE ACH PMT NO 80057759   | 240.00  |
| ROB'S DEMOLITION INC   | CONTRACTUAL SERVICES<br>ACH PMT NO 80057674  | 47,942.11   |
| SH DRYWALL<br>20016 N AUSTIN RD  | PERMIT REFUNDS PAYABLE<br>CHECK NO 00555727  | 50.00   |
| SPOKANE COUNTY AUDITOR<br>SPOKANE COUNTY COURTHOUSE  | LEGAL SERVICES<br>ACH PMT NO 80057629  | 301.00  |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  | SOCIAL SECURITY<br>CHECK NO 00556015   | 9,941.53  |
| VERIZON WIRELESS   | CELL PHONE<br>ACH PMT NO 80057680  | 1,417.80  |
| VERIZON WIRELESS   | IT/DATA SERVICES   | 280.07  |
| ARVITON MINERIESS  | ACH PMT NO 80057680  |   |
|  | - DEVELOPMENT SVCS CENTER  | 69,513.94   |
|  |  |   |
| TOTAL FOR 4700   |  |   |
| TOTAL FOR 4700  00 - FLEET SERVICES FUNDADVANCE AUTO PARTS   | - DEVELOPMENT SVCS CENTER OTHER REPAIRS/MAINTENANCE  | 69,513.94   |
| TOTAL FOR 4700  00 - FLEET SERVICES FUNDADVANCE AUTO PARTS  AVISTA UTILITIES   | - DEVELOPMENT SVCS CENTER  OTHER REPAIRS/MAINTENANCE CHECK NO 00555946  UTILITY LIGHT/POWER SERVICE  | 69,513.94<br>54.01  |
| TOTAL FOR 4700  00 - FLEET SERVICES FUNDADVANCE AUTO PARTS  AVISTA UTILITIES   | - DEVELOPMENT SVCS CENTER  OTHER REPAIRS/MAINTENANCE CHECK NO 00555946  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057772  UTILITY NATURAL GAS   | 69,513.94<br>54.01<br>624.12  |
| TOTAL FOR 4700  .00 - FLEET SERVICES FUND  | - DEVELOPMENT SVCS CENTER  OTHER REPAIRS/MAINTENANCE CHECK NO 00555946  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057772  UTILITY NATURAL GAS   | 69,513.94<br>54.01<br>624.12<br>132.96  |
| TOTAL FOR 4700  00 - FLEET SERVICES FUND  ADVANCE AUTO PARTS  AVISTA UTILITIES  AVISTA UTILITIES  HONORABLE MAYOR AND COUNCIL MEMBERS  | - DEVELOPMENT SVCS CENTER  OTHER REPAIRS/MAINTENANCE CHECK NO 00555946  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057772  UTILITY NATURAL GAS ACH PMT NO 80057772   | 69,513.94<br>54.01<br>624.12<br>132.96  |
| TOTAL FOR 4700  .00 - FLEET SERVICES FUND  ADVANCE AUTO PARTS  AVISTA UTILITIES  AVISTA UTILITIES  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RE  BATTERY SYSTEMS INC   | - DEVELOPMENT SVCS CENTER  OTHER REPAIRS/MAINTENANCE CHECK NO 00555946  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057772  UTILITY NATURAL GAS ACH PMT NO 80057772  SULTS IN CLAIMS AS FOLLOWS:  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057562  VEHICLE REPAIR & MAINT SUPPLY  | 69,513.94<br>54.01<br>624.12<br>132.96<br>12/10/18<br>PAGE 31                   |
| TOTAL FOR 4700  00 - FLEET SERVICES FUND  ADVANCE AUTO PARTS  AVISTA UTILITIES  AVISTA UTILITIES  HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RE  BATTERY SYSTEMS INC  BRIDGESTONE AMERICAS INC  | - DEVELOPMENT SVCS CENTER  OTHER REPAIRS/MAINTENANCE CHECK NO 00555946  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057772  UTILITY NATURAL GAS ACH PMT NO 80057772  SULTS IN CLAIMS AS FOLLOWS:  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057562  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057701  | 69,513.94<br>54.01<br>624.12<br>132.96<br>12/10/18<br>PAGE 31                   |
| TOTAL FOR 4700  .00 - FLEET SERVICES FUND  ADVANCE AUTO PARTS  AVISTA UTILITIES  AVISTA UTILITIES  HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE  BATTERY SYSTEMS INC  BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE  | - DEVELOPMENT SVCS CENTER  OTHER REPAIRS/MAINTENANCE CHECK NO 00555946  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057772  UTILITY NATURAL GAS ACH PMT NO 80057772  SULTS IN CLAIMS AS FOLLOWS:  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057562  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057701  MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80057568  OTHER REPAIRS/MAINTENANCE  | 69,513.94  54.01  624.12  132.96  12/10/18 PAGE 31  716.28  5,509.86            |
| TOTAL FOR 4700  .00 - FLEET SERVICES FUND  ADVANCE AUTO PARTS  AVISTA UTILITIES  AVISTA UTILITIES  HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE  BATTERY SYSTEMS INC  BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE  CITY SERVICE VALCON LLC  DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER | - DEVELOPMENT SVCS CENTER  OTHER REPAIRS/MAINTENANCE CHECK NO 00555946  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057772  UTILITY NATURAL GAS ACH PMT NO 80057772  SULTS IN CLAIMS AS FOLLOWS:  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057562  VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057701  MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80057568  OTHER REPAIRS/MAINTENANCE ACH PMT NO 80057748  VEHICLE REPAIR & MAINT SUPPLY | 69,513.94  54.01  624.12  132.96  12/10/18 PAGE 31  716.28  5,509.86  24,997.16 |

| PACIFIC TRUCK CENTERS                                      | ACH PMT NO 80057717                               | 163.93              |
|--|---|---------------------|
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD   | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 1,745.00            |
| MCLOUGHLIN & EARDLEY GROUP<br>dba SIRENNET.COM             | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057601 | 880.06              |
| MOTION AUTO SUPPLY<br>PARTS WHOLESALERS INC                | OTHER REPAIRS/MAINTENANCE<br>ACH PMT NO 80057604  | 55.89-              |
| MOTION AUTO SUPPLY<br>PARTS WHOLESALERS INC                | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057604 | 319.51              |
| NAPA AUTO PARTS<br>GENUINE PARTS CO                        | OTHER REPAIRS/MAINTENANCE<br>ACH PMT NO 80057726  | 655.25              |
| NAPA AUTO PARTS<br>GENUINE PARTS CO                        | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057813 | 154.50              |
| O'REILLY AUTOMOTIVE STORES INC<br>dba FIRST CALL           | VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00555967   | 12.15               |
| PAPE MACHINERY INC   | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057821 | 293.23              |
| SETINA MANUFACTURING INC<br>JR SETINA MANUFACTURING CO INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057734 | 505.28              |
| SIX ROBBLEES INC   | VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00555971   | 8.36                |
| SOLID WASTE SYSTEMS INC<br>dba SWS EQUIPMENT INC           |   | 10,930.30           |
|  | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057833 | 19,865.36           |
| SPOKANE HOUSE OF HOSE INC                                  | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80057736 | 661.82              |
| TITAN TRUCK EQUIPMENT                                      | OTHER REPAIRS/MAINTENANCE<br>ACH PMT NO 80057740  | 1,314.70            |
| HONORABLE MAYOR AND COUNCIL MEMBERS                        |   | 12/10/18<br>PAGE 32 |
| PROCESSING OF VOUCHERS RES                                 | ULTS IN CLAIMS AS FOLLOWS:                        |                     |
| TOBY'S BODY & FENDER INC                                   | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057678 | 16,045.00           |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )            | SOCIAL SECURITY<br>CHECK NO 00556015              | 7,197.66            |
| WINGFOOT COMMERCIAL TIRE<br>SYSTEMS LLC DBA GOODYEAR TIRE  |   | 399.40              |
| WINGFOOT COMMERCIAL TIRE<br>SYSTEMS LLC DBA GOODYEAR TIRE  |   | 3,461.54            |
| TOTAL FOR 5100 -   | FLEET SERVICES FUND                               | 100,121.56          |

| ACH PMT NO | 80057571 | 53.682.93 |
|------------|----------|-----------|

WAUSAU EQUIPMENT INC RENTAL EQUIPMENT

ACH PMT NO. - 80057746

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND 100,631.54

5200 - PUBLIC WORKS AND UTILITIES

\_\_\_\_\_

DEVRIES INFORMATION MANAGEMENT CONTRACTUAL SERVICES ACH PMT NO. - 80057783 73.44

% FIRST NATIONAL BANK OF MD

DEFERRED COMPENSATION-MATCHING
CHECK NO. - 00555000 ICMA RETIREMENT TRUST 457

820.00

KATHERINE LIVELY REFUNDS

3507 E GARNET AVE CHECK NO. - 00555729 10.00

RICHARD NIBLOCK REFUNDS

810 HARDING AVE CHECK NO. - 00555962 4.14

SCOTT M SIMMONS AIRFARE

ACH PMT NO. - 80057763 60.00

SCOTT M SIMMONS OTHER TRANSPORTATION EXPENSES

ACH PMT NO. - 80057763 12.00

US BANK OR CITY TREASURER SOCIAL SECURITY

EMP BENEFITS ( CITY ) CHECK NO. - 00556015 2,939.02

> TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES 3,918.60

5300 - IT FUND

CENTURYLINK TELEPHONE

CHECK NO. - 00555991

117.65

HONORABLE MAYOR 12/10/18

AND COUNCIL MEMBERS PAGE 33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CHRISTIAN GREENLEE BACKGROUND CHECKS 4623 E 8TH AVE CHECK NO. - 00555735 47.00

COMCAST IT/DATA SERVICES

ACH PMT NO. - 80057572 244.94

DEL MURPHY BACKGROUND CHECKS

9812 W FRUITVALE RD CHECK NO. - 00555966 47.00

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING

CHECK NO. - 00556000 % FIRST NATIONAL BANK OF MD 2,696.00

PITNEY BOWES RESERVE ACCOUNT PREPAID POSTAGE

POSTAGE BY PHONE RESERVE ACCT CHECK NO. - 00555737 50,000.00

SPOKANE COUNTY TREASURER REGISTRATION/SCHOOLING

ACH PMT NO. - 80057630 1,800.00

T-MOBILE CELL PHONE

CHECK NO. - 00555977 120.81

US BANK OR CITY TREASURER SOCIAL SECURITY

| EMP BENEFITS ( CITY )   | CHECK NO 00556015   | 13,798.74  |
|---|---|--|
| VERIZON WIRELESS  | CELL PHONE<br>ACH PMT NO 80057742   | 1,530.82   |
| VOLT MANAGEMENT CORP<br>DBA VOLT WORKFORCE SOLUTIONS  | CONTRACTUAL SERVICES<br>ACH PMT NO 80057642   | 12,521.25  |
| TOTAL FOR 5300 -  | IT FUND   | 82,924.21  |
| 5400 - REPROGRAPHICS FUND   |   |  |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 180.00   |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )   | SOCIAL SECURITY<br>CHECK NO 00556015  | 593.98   |
| VERITIV OPERATING COMPANY   | OPERATING SUPPLIES ACH PMT NO 80057679  | 3,055.10   |
| TOTAL FOR 5400 -  | REPROGRAPHICS FUND  | 3,829.08   |
| 5500 - PURCHASING & STORES FUND   |   |  |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD  | DEFERRED COMPENSATION-MATCHING  | 409.00   |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )   | SOCIAL SECURITY<br>CHECK NO 00556015  | 1,741.37   |
|   |   |  |
| TOTAL FOR 5500 -  | PURCHASING & STORES FUND  | 2,150.37   |
| TOTAL FOR 5500 - HONORABLE MAYOR AND COUNCIL MEMBERS  | PURCHASING & STORES FUND  |  |
| HONORABLE MAYOR   |   | 2,150.37   |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS  |   | 2,150.37   |
| HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  5600 - ACCOUNTING SERVICES   |   | 2,150.37   |
| HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  5600 - ACCOUNTING SERVICES  CONTRACT DESIGN ASSOCIATES INC   | CULTS IN CLAIMS AS FOLLOWS:  OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80057706  DEFERRED COMPENSATION-MATCHING   | 2,150.37<br>12/10/18<br>PAGE 34  |
| HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  5600 - ACCOUNTING SERVICES  CONTRACT DESIGN ASSOCIATES INC  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  US BANK OR CITY TREASURER  | CULTS IN CLAIMS AS FOLLOWS:  OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80057706  DEFERRED COMPENSATION-MATCHING   | 2,150.37<br>12/10/18<br>PAGE 34  |
| HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  5600 - ACCOUNTING SERVICES  CONTRACT DESIGN ASSOCIATES INC  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  US BANK OR CITY TREASURER  | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80057706  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  SOCIAL SECURITY   | 2,150.37<br>12/10/18<br>PAGE 34<br>862.22<br>2,272.06                      |
| HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  5600 - ACCOUNTING SERVICES  CONTRACT DESIGN ASSOCIATES INC  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS                    | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80057706  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  SOCIAL SECURITY CHECK NO 00556015  IT/DATA SERVICES                     | 2,150.37<br>12/10/18<br>PAGE 34<br>862.22<br>2,272.06<br>8,816.54          |
| HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  5600 - ACCOUNTING SERVICES  CONTRACT DESIGN ASSOCIATES INC  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS                    | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80057706  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  SOCIAL SECURITY CHECK NO 00556015  IT/DATA SERVICES ACH PMT NO 80057862 | 2,150.37<br>12/10/18<br>PAGE 34<br>862.22<br>2,272.06<br>8,816.54<br>40.01 |
| HONORABLE MAYOR AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  5600 - ACCOUNTING SERVICES  CONTRACT DESIGN ASSOCIATES INC  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  TOTAL FOR 5600 - | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80057706  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  SOCIAL SECURITY CHECK NO 00556015  IT/DATA SERVICES ACH PMT NO 80057862 | 2,150.37<br>12/10/18<br>PAGE 34<br>862.22<br>2,272.06<br>8,816.54<br>40.01 |

|   | DEFERRED COMPENSATION-MATCHING<br>CHECK NO 00556000   | 495.00   |
|---|---|--|
| SPOKANE INT'L TRANSLATION/DIV<br>OF PERCIBA INC   | INTERPRETER COSTS<br>ACH PMT NO 80057632  | 30.00  |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )   | SOCIAL SECURITY<br>CHECK NO 00556015  | 1,946.49   |
| VERIZON WIRELESS  | CELL PHONE<br>ACH PMT NO 80057862   | 57.97  |
| TOTAL FOR 5700 -  | MY SPOKANE  | 3,768.26   |
| 5800 - RISK MANAGEMENT FUND   |   |  |
| ALTERNATIVE SERVICE CONCEPTS<br>LLC/ASC   | INSURANCE ADMINISTRATION ACH PMT NO 80057652  | 25,961.27  |
| TOTAL FOR 5800 -  | RISK MANAGEMENT FUND  | 25,961.27  |
| 5810 - WORKERS' COMPENSATION FUND   |   |  |
|   | PROFESSIONAL SERVICES<br>ACH PMT NO 80057662  | 6,275.00   |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 360.00   |
|   |   |  |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS  |   | 12/10/18<br>PAGE 35  |
|   | ULTS IN CLAIMS AS FOLLOWS:  |  |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  US BANK OR CITY TREASURER  |   |  |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  US BANK OR CITY TREASURER  | SOCIAL SECURITY   | PAGE 35  |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  | SOCIAL SECURITY CHECK NO 00556015 CELL PHONE  | PAGE 35  |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  TOTAL FOR 5810 -  | SOCIAL SECURITY CHECK NO 00556015  CELL PHONE ACH PMT NO 80057862  WORKERS' COMPENSATION FUND   | 1,648.02<br>149.35   |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  TOTAL FOR 5810 -  | SOCIAL SECURITY CHECK NO 00556015  CELL PHONE ACH PMT NO 80057862  WORKERS' COMPENSATION FUND  FUND DEFERRED COMPENSATION-MATCHING  | 1,648.02<br>149.35   |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  TOTAL FOR 5810 -  5820 - UNEMPLOYMENT COMPENSATION  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  NATIONAL EMPLOYERS COUNCIL INC  | SOCIAL SECURITY CHECK NO 00556015  CELL PHONE ACH PMT NO 80057862  WORKERS' COMPENSATION FUND  FUND DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 1,648.02<br>149.35<br>8,432.37                             |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  TOTAL FOR 5810 -  5820 - UNEMPLOYMENT COMPENSATION  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  NATIONAL EMPLOYERS COUNCIL INC  | SOCIAL SECURITY CHECK NO 00556015  CELL PHONE ACH PMT NO 80057862  WORKERS' COMPENSATION FUND  FUND DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  INSURANCE ADMINISTRATION ACH PMT NO 80057673  SOCIAL SECURITY | 1,648.02<br>149.35<br>8,432.37                             |
| AND COUNCIL MEMBERS  PROCESSING OF VOUCHERS RES  US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  VERIZON WIRELESS  TOTAL FOR 5810 -  5820 - UNEMPLOYMENT COMPENSATION  ICMA RETIREMENT TRUST 457  FIRST NATIONAL BANK OF MD  NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS  US BANK OR CITY TREASURER EMP BENEFITS ( CITY ) | SOCIAL SECURITY CHECK NO 00556015  CELL PHONE ACH PMT NO 80057862  WORKERS' COMPENSATION FUND  FUND DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  INSURANCE ADMINISTRATION ACH PMT NO 80057673  SOCIAL SECURITY | 1,648.02<br>149.35<br>8,432.37<br>11.25<br>500.00<br>40.74 |

5830 - EMPLOYEES BENEFITS FUND

A TO Z RENTALS OPERATING SUPPLIES

|   | 0.055551.0  |   |
|---|---|---|
|   | CHECK NO 00555713   | 782.27  |
| ALLIANT INSURANCE SERVICES INC  | CONTRACTUAL SERVICES<br>ACH PMT NO 80057768   | 2,281.80  |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD  | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  | 245.00  |
| KAISER FOUNDATION HEALTH PLAN OF WASHINGTON   | INSURANCE CLAIMS<br>ACH PMT NO 80057791   | 101,439.25  |
| LIFEWISE ASSURANCE CO   | INSURANCE PREMIUMS<br>ACH PMT NO 80057723   | 36,974.34   |
| PREMERA BLUE CROSS OR<br>SPOKANE CITY TREASURER   | INSURANCE CLAIMS<br>ACH PMT NO 80057732   | 248,065.28  |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )   | SOCIAL SECURITY<br>CHECK NO 00556015  | 1,036.39  |
| WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE  | INSURANCE ADMINISTRATION ACH PMT NO 80057867  | 3,514.12  |
| WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE  | INSURANCE CLAIMS<br>ACH PMT NO 80057867   | 35,141.17   |
| WASHINGTON STATE UNIVERSITY ATTN: SARAH   | MEDICAL SERVICES<br>CHECK NO 00555748   | 4,900.00  |
| TOTAL FOR 5830 -  | EMPLOYEES BENEFITS FUND   | 434,379.62  |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS  |   | 12/10/18<br>PAGE 36   |
| PROCESSING OF VOUCHERS RES  | ULTS IN CLAIMS AS FOLLOWS:  |   |
| 900 - ASSET MANAGEMENT FUND OPS   |   |   |
|   | BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80057770  |   |
| ARAMARK UNIFORM SERVICES  |   | 174.08  |
| AUS WEST LOCKBOX  | LAUNDRY/JANITORIAL SERVICES<br>ACH PMT NO 80057697  | 174.08<br>311.32  |
| AUS WEST LOCKBOX  AVISTA CORPORATION  |   |   |
|   | ACH PMT NO 80057697  UTILITY LIGHT/POWER SERVICE  | 311.32  |
| AVISTA CORPORATION  | ACH PMT NO 80057697  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057557  UTILITY NATURAL GAS   | 311.32  |
| AVISTA CORPORATION  AVISTA CORPORATION  | ACH PMT NO 80057697  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057557  UTILITY NATURAL GAS ACH PMT NO 80057557  MINOR EQUIPMENT  | 311.32<br>14,821.33<br>1,192.69                                   |
| AVISTA CORPORATION  AVISTA CORPORATION  CDW GOVERNMENT INC  DESIGN SOURCE INC  ICMA RETIREMENT TRUST 457  | ACH PMT NO 80057697  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057557  UTILITY NATURAL GAS ACH PMT NO 80057557  MINOR EQUIPMENT ACH PMT NO 80057565  CONTRACTUAL SERVICES  | 311.32<br>14,821.33<br>1,192.69<br>2,109.25                       |
| AVISTA CORPORATION  AVISTA CORPORATION  CDW GOVERNMENT INC  DESIGN SOURCE INC  ICMA RETIREMENT TRUST 457  | ACH PMT NO 80057697  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057557  UTILITY NATURAL GAS ACH PMT NO 80057557  MINOR EQUIPMENT ACH PMT NO 80057565  CONTRACTUAL SERVICES ACH PMT NO 80057575  DEFERRED COMPENSATION-MATCHING  | 311.32<br>14,821.33<br>1,192.69<br>2,109.25<br>1,230.00           |
| AVISTA CORPORATION  AVISTA CORPORATION  CDW GOVERNMENT INC  DESIGN SOURCE INC  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD                                | ACH PMT NO 80057697  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057557  UTILITY NATURAL GAS ACH PMT NO 80057557  MINOR EQUIPMENT ACH PMT NO 80057565  CONTRACTUAL SERVICES ACH PMT NO 80057575  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  EQUIPMENT REPAIRS/MAINTENANCE   | 311.32<br>14,821.33<br>1,192.69<br>2,109.25<br>1,230.00<br>425.00 |
| AVISTA CORPORATION  AVISTA CORPORATION  CDW GOVERNMENT INC  DESIGN SOURCE INC  ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD  OXARC INC  ROTO-ROOTER/DIV OF | ACH PMT NO 80057697  UTILITY LIGHT/POWER SERVICE ACH PMT NO 80057557  UTILITY NATURAL GAS ACH PMT NO 80057557  MINOR EQUIPMENT ACH PMT NO 80057565  CONTRACTUAL SERVICES ACH PMT NO 80057575  DEFERRED COMPENSATION-MATCHING CHECK NO 00556000  EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80057612  BUILDING REPAIRS/MAINTENANCE | 311.32<br>14,821.33<br>1,192.69<br>2,109.25<br>1,230.00<br>425.00 |

| SPOKANE COUNTY TREASURER   | DECISTRATION/SCHOOLING   |   |
|--|--|---|
| DEGRANE COUNTY TREADURER   | ACH PMT NO 80057630  | 600.00  |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  | SOCIAL SECURITY<br>CHECK NO 00556015   | 2,212.70  |
| TOTAL FOR 5900 -   | ASSET MANAGEMENT FUND OPS  | 24,491.49   |
| 5901 - ASSET MANAGEMENT FUND CAPI  | TAL  |   |
| AXON ENTERPRISE INC  | SOFTWARE MAINTENANCE<br>ACH PMT NO 80057854  | 329,729.28  |
| TOTAL FOR 5901 -   | ASSET MANAGEMENT FUND CAPITAL  | 329,729.28  |
| 6100 - RETIREMENT  |  |   |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD   | DEFERRED COMPENSATION-MATCHING CHECK NO 00556000   | 260.00  |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )  | SOCIAL SECURITY<br>CHECK NO 00556015   | 784.50  |
| HONORABLE MAYOR AND COUNCIL MEMBERS  | SULTS IN CLAIMS AS FOLLOWS:  | 12/10/18<br>PAGE 37   |
| TROCEDSING OF VOCCHERS RES   | JOHID IN CHAIND AND LONDOND.   |   |
|  |  |   |
| TOTAL FOR 6100 -   | RETIREMENT   | 1,044.50  |
| TOTAL FOR 6100 -   |  | 1,044.50  |
|  |  | 1,044.50  |
| 6200 - FIREFIGHTERS' PENSION FUND  | )<br><br>SERVICE REIMBURSMENT  |   |
| 6200 - FIREFIGHTERS' PENSION FUND GARY L BROWN   | SERVICE REIMBURSMENT CHECK NO 00555697 SERVICE REIMBURSMENT  | 107.61  |
| 6200 - FIREFIGHTERS' PENSION FUND GARY L BROWN  JAMES KERNS  | SERVICE REIMBURSMENT CHECK NO 00555697  SERVICE REIMBURSMENT CHECK NO 00555702  SERVICE REIMBURSMENT   | 107.61<br>45.60   |
| GARY L BROWN  JAMES KERNS  JAMES KRAFT  LIFEWISE ASSURANCE CO  | SERVICE REIMBURSMENT CHECK NO 00555697  SERVICE REIMBURSMENT CHECK NO 00555702  SERVICE REIMBURSMENT CHECK NO 00555703  INSURANCE ADMINISTRATION ACH PMT NO 80057723  SERVICE REIMBURSEMENT  | 107.61<br>45.60<br>196.00                                     |
| GARY L BROWN  JAMES KERNS  JAMES KRAFT  LIFEWISE ASSURANCE CO  PREMERA BLUE CROSS OR SPOKANE CITY TREASURER  RESCARE WASHINGTON INC                                    | SERVICE REIMBURSMENT CHECK NO 00555697  SERVICE REIMBURSMENT CHECK NO 00555702  SERVICE REIMBURSMENT CHECK NO 00555703  INSURANCE ADMINISTRATION ACH PMT NO 80057723  SERVICE REIMBURSEMENT  | 107.61<br>45.60<br>196.00<br>6,102.85                         |
| GARY L BROWN  JAMES KERNS  JAMES KRAFT  LIFEWISE ASSURANCE CO  PREMERA BLUE CROSS OR SPOKANE CITY TREASURER  RESCARE WASHINGTON INC                                    | SERVICE REIMBURSMENT CHECK NO 00555697  SERVICE REIMBURSMENT CHECK NO 00555702  SERVICE REIMBURSMENT CHECK NO 00555703  INSURANCE ADMINISTRATION ACH PMT NO 80057723  SERVICE REIMBURSEMENT ACH PMT NO 80057732  SERVICE REIMBURSEMENT ACH PMT NO 80057732   | 107.61<br>45.60<br>196.00<br>6,102.85                         |
| GARY L BROWN  JAMES KERNS  JAMES KRAFT  LIFEWISE ASSURANCE CO  PREMERA BLUE CROSS OR SPOKANE CITY TREASURER  RESCARE WASHINGTON INC DBA RESCARE HOMECARE               | SERVICE REIMBURSMENT CHECK NO 00555697  SERVICE REIMBURSMENT CHECK NO 00555702  SERVICE REIMBURSMENT CHECK NO 00555703  INSURANCE ADMINISTRATION ACH PMT NO 80057723  SERVICE REIMBURSEMENT ACH PMT NO 80057732  SERVICE REIMBURSEMENT ACH PMT NO 00555706  SERVICE REIMBURSEMENT CHECK NO 00555706  | 107.61<br>45.60<br>196.00<br>6,102.85<br>6,888.75<br>9,723.05 |
| GARY L BROWN  JAMES KERNS  JAMES KRAFT  LIFEWISE ASSURANCE CO  PREMERA BLUE CROSS OR SPOKANE CITY TREASURER  RESCARE WASHINGTON INC DBA RESCARE HOMECARE  RODGER SMITH | SERVICE REIMBURSMENT CHECK NO 00555697  SERVICE REIMBURSMENT CHECK NO 00555702  SERVICE REIMBURSMENT CHECK NO 00555703  INSURANCE ADMINISTRATION ACH PMT NO 80057723  SERVICE REIMBURSEMENT ACH PMT NO 80057732  SERVICE REIMBURSEMENT CHECK NO 00555706  SERVICE REIMBURSEMENT CHECK NO 00555708  SERVICE REIMBURSEMENT CHECK NO 00555707 | 107.61<br>45.60<br>196.00<br>6,102.85<br>6,888.75<br>9,723.05 |

| ESTATE LLC  | CHECK NO 00555709                            | 7,400.00            |
|---|--|---------------------|
|   | SERVICE REIMBURSMENT<br>CHECK NO 00555710    | 90.00               |
| VAUGHN S YOUNG<br>DBA GUARDIAN ANGEL HOME CARE    | SERVICE REIMBURSEMENT<br>CHECK NO 00555699   | 926.18              |
| TOTAL FOR 6200 -                                  | FIREFIGHTERS' PENSION FUND                   | 52,491.19           |
| 6300 - POLICE PENSION                             |  |                     |
| BENEFICIAL IN HOME CARE INC                       | SERVICE REIMBURSEMENT CHECK NO 00555696      | 1,934.50            |
| BURR HUGHES                                       | SERVICE REIMBURSMENT<br>CHECK NO 00555701    | 245.00              |
| CRISTA SENIOR COMMUNITY ASSISTED LIVING           | SERVICE REIMBURSEMENT<br>CHECK NO 00555698   | 4,573.00            |
| CYPRESS POINT VENTURES LLC<br>DBA PROPAC PHARMACY | SERVICE REIMBURSMENT<br>CHECK NO 00555705    | 2.73                |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS            |  | 12/10/18<br>PAGE 38 |
| PROCESSING OF VOUCHERS RES                        | ULTS IN CLAIMS AS FOLLOWS:                   |                     |
| DENISE GEIST                                      | SERVICE REIMBURSMENT<br>ACH PMT NO 80057551  | 1,128.75            |
| FAIRWINDS SPOKANE LLC                             | SERVICE REIMBURSMENT<br>CHECK NO 00555997    | 1,520.00            |
| FRED UTTKE  | SERVICE REIMBURSMENT<br>CHECK NO 00555711    | 95.99               |
| LIFELINE SYSTEMS CO                               | SERVICE REIMBURSMENT<br>CHECK NO 00555704    | 44.50               |
| LIFEWISE ASSURANCE CO                             | INSURANCE ADMINISTRATION ACH PMT NO 80057723 | 4,673.89            |
| LOUIS VELA  | SERVICE REIMBURSMENT<br>CHECK NO 00555712    | 60.00               |
|   | SERVICE REIMBURSEMENT<br>ACH PMT NO 80057545 | 4,722.20            |
| PREMERA BLUE CROSS OR<br>SPOKANE CITY TREASURER   | SERVICE REIMBURSEMENT<br>ACH PMT NO 80057732 | 3,554.53            |
| RICKY HAYES                                       | SERVICE REIMBURSMENT<br>CHECK NO 00555700    | 2,719.99            |
| ROBERT WALKER                                     | SERVICE REIMBURSMENT<br>ACH PMT NO 80057552  | 38.00               |
| TOTAL FOR 6300 -                                  | POLICE PENSION                               | 25,313.08           |

6960 - SALARY CLEARING FUND NEW

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| UNIT   | CHECK NO 00555993                                   | 810.50              |
|--|---|---------------------|
| CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING        |   | 305.50              |
| DANIEL H BRUNNER, TRUSTEE<br>CHAPTER 13 TRUSTEE              | DANIEL H BRUNNER, TRUSTEE<br>CHECK NO 00555994      | 1,044.88            |
| DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U | DIGNITARY PROTECTION TEAM FUND ACH PMT NO 80057785  | 120.00              |
| EDU MEMBERSHIP FUND<br>% SPOKANE LAW ENFORCEMENT C U         | EDU MEMBERSHIP FUND<br>ACH PMT NO 80057786          | 22.50               |
| EMPLOYMENT SECURITY DEPT<br>BENEFIT PAYMENT CONTROL          |   | 267.82              |
| FAMILY SUPPORT REGISTRY                                      | FAMILY SUPPORT REGISTRY (CO)<br>CHECK NO 00555998   | 507.68              |
| HUMAN RESOURCES<br>RE: PARKING FEES                          | HUMAN RESOURCES<br>CHECK NO 00555999                | 870.50              |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                       |   | 12/10/18<br>PAGE 39 |
| PROCESSING OF VOUCHERS RES                                   | ULTS IN CLAIMS AS FOLLOWS:                          |                     |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD     | ICMA RETIREMENT TRUST 457D CHECK NO 00556000        | 232,128.95          |
| ICMA RETIREMENT TRUST 457<br>% FIRST NATIONAL BANK OF MD     |   | 9,882.15            |
| ICMA RETIREMENT TRUST 457 LOAN PAYMENT                       | ICMA RETR 457D LOAN PAYMENT CHECK NO 00556001       | 59,444.89           |
| IDAHO STATE TAX COMMISSION                                   | IDAHO STATE TAX COMMISSION CHECK NO 00556002        | 37.50               |
| ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER     | ING LIFE INSURANCE&ANNUITY CO CHECK NO 00556003     | 68,768.21           |
| INT'L ASSN OF FIREFIGHTERS/<br>UNION LOCAL 29                | INTL ASSOC FF LOCAL 29<br>ACH PMT NO 80057798       | 60,758.62           |
| JUNE WALLACE   | JUNE WALLACE<br>CHECK NO 00556020                   | 923.99              |
| LT & CAPT ASSOCIATION<br>% SPOKANE LAW ENFORCEMENT CU        | LIEUTENANTS & CAPTAINS ASSOC<br>ACH PMT NO 80057805 | 1,740.00            |
| LTS & CPTS LEGAL DEFENSE FUND                                | LEGAL DEFENSE LTS&CAPTS<br>ACH PMT NO 80057806      | 42.00               |
| M & P ASSOCIATION  | M&P ASSOCIATION<br>ACH PMT NO 80057807              | 2,667.66            |
| NEW JERSEY SUPPORT PAYMENT<br>CENTER                         | NJ SUPPORT PAYMENT CENTER CHECK NO 00556005         | 277.34              |
| OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU          | OFFICE OF THE ATTY GENERAL CHECK NO 00556007        | 273.50              |
| PEOPLE QUALIFIED COMMITTEE AFL-CIO                           | PEOPLE QUALIFIED COMMITTEE CHECK NO 00556008        | 15.35               |
| POLICE GUILD LEGAL DEFENSE                                   | POLICE GUILD LEGAL DEFENSE                          |                     |

| FUND  | ACH PMT NO 80057792                                   | 602.00              |
|---|---|---------------------|
| PRE-PAID LEGAL SERVICES INC                                   | PRE-PAID LEGAL SERVICE INC<br>CHECK NO 00556009       | 495.98              |
| REHN & ASSOCIATES<br>SPOKANE CITY TREASURER                   | AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO 80057828    | 4,888.01            |
| REHN & ASSOCIATES<br>SPOKANE CITY TREASURER                   | AW REHN-SEC 125 HEALTH<br>ACH PMT NO 80057828         | 9,613.49            |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST                           | FIRE LONG TERM DISABILITY ACH PMT NO 80057774         | 18,967.46           |
| SPOKANE POLICE BENEFIT ASSOC<br>% SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE BENEFIT ASSOC ACH PMT NO 80057837      | 892.50              |
| SPOKANE POLICE CHAPLAIN ASSOCIATION                           | POLICE CHAPLIN ASSOC<br>ACH PMT NO 80057838           | 3,422.50            |
| HONORABLE MAYOR<br>AND COUNCIL MEMBERS                        |   | 12/10/18<br>PAGE 40 |
| PROCESSING OF VOUCHERS RES                                    | ULTS IN CLAIMS AS FOLLOWS:                            |                     |
| SPOKANE POLICE GUILD<br>ATTN: SARGEANT PAUL CARPENTER         | POLICE GUILD<br>ACH PMT NO 80057824                   | 20,875.04           |
| SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE                | POLICE GUILD FRAT ORDER OF POL<br>ACH PMT NO 80057843 | 600.48              |
| SPOKANE POLICE K-9 MEMBERSHIP FUND                            | POLICE K9 MEMBERSHIP FUND<br>ACH PMT NO 80057839      | 105.00              |
| SPOKANE POLICE SWAT TEAM<br>%SPOKANE LAW ENFORCEMENT C U      |   | 440.00              |
| SPOKANE POLICE TACTICAL TEAM<br>% SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE TACTICAL TEAM ACH PMT NO 80057853      | 280.00              |
| SUPPORT PAYMENT CLEARINGHOUSE                                 | DEPT OF ECONOMIC SECURITY CHECK NO 00555995           | 257.50              |
| UNITED STATES TREASURY<br>INTERNAL REVENUE SERVICE/ ACS       |   | 12.50               |
| UNITED WAY  | UNITED WAY<br>ACH PMT NO 80057858                     | 1,357.00            |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )               | FICA WITHHOLDING-CITY<br>CHECK NO 00556015            | 262,632.02          |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )               | FIT WITHHOLDING-CITY<br>CHECK NO 00556015             | 735,871.96          |
| US BANK OR CITY TREASURER EMP BENEFITS ( CITY )               | MEDI WITHHOLDING-CITY<br>CHECK NO 00556015            | 105,269.44          |
| WA GET PROGRAM  | WA GET PROGRAM<br>CHECK NO 00556017                   | 984.50              |
| WA ST COUNCIL OF CITY & COUNTY EMPLOYEES                      | WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO 80057865     | 27,473.96           |
| WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER        |   | 17,071.14           |
| WESTERN STATES POLICE MEDICAL                                 | NW PUBLIC EMP MEDICAL TRUST                           |                     |

TRUST CHECK NO. - 00556021 924.50

WSCCCE, AFSCME, AFL-CIO WSCCCE AFSCME AFL CIO
CHECK NO. - 00556023 246.15

TOTAL FOR 6960 - SALARY CLEARING FUND NEW 1,654,192.67

5,352,971.60

TOTAL CLAIMS

REPORT: PG3640 CITY OF SPOKANE DATE: 12/10/18 SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL TIME: 08:44 USER: MANAGER PAGE: 1

RUN NO: 49

| CHECK # VENDOR  USE TAX AMOUNTS  00555696 BENEFICIAL IN HOME CARE 00555697 GARY L BROWN  00555698 CRISTA SENIOR COMMUNITY 00555699 VAUGHN S YOUNG 00555700 RICKY HAYES 00555701 BURR HUGHES 00555702 JAMES KERNS 00555703 JAMES KRAFT 00555704 LIFELINE SYSTEMS CO 00555705 CYPRESS POINT VENTURES 00555706 RESCARE WASHINGTON INC 00555707 SILVERADO PEORIA 00555708 RODGER SMITH 00555709 SNOW PEAK 1 LIBERTY LAK 00555710 SPOKANE EAR NOSE & THRO 00555711 FRED UTTKE 00555712 LOUIS VELA 00555713 A TO Z RENTALS 00555714 BETTER BODY FITNESS INC 00555715 CENTURYLINK 00555716 DETECTION INSTRUMENTS CO 00555717 DANIEL J EAGLE 00555718 MARY ELLEN ERTEL 00555719 GEORGE BAYER 00555720 FIRE CONTROL SPRINKLER | CITY            | LIBRARY | PARKS  |
|--|-----------------|---------|--------|
| USE TAX AMOUNTS  | 5,005.06        | 52.10   | 175.64 |
| 00555696 BENEFICIAL IN HOME CARE   | INC 1,934.50    |         |        |
| 00555697 GARY L BROWN  | 107.61          |         |        |
| 00555698 CRISTA SENIOR COMMUNITY   | 4,573.00        |         |        |
| 00555699 VAUGHN S YOUNG  | 926.18          |         |        |
| 00555700 RICKY HAYES   | 2,719.99        |         |        |
| 00555701 BURR HUGHES   | 245.00          |         |        |
| 00555702 JAMES KERNS   | 45.60           |         |        |
| 00555703 JAMES KRAFT   | 196.00          |         |        |
| 00555704 LIFELINE SYSTEMS CO   | 44.50           |         |        |
| 00555705 CYPRESS POINT VENTURES  | LLC 2.73        |         |        |
| 00555706 RESCARE WASHINGTON INC  | 9,723.05        |         |        |
| 00555707 SILVERADO PEORIA  | 6,820.00        |         |        |
| 00555708 RODGER SMITH  | 291.15          |         |        |
| 00555709 SNOW PEAK 1 LIBERTY LAK   | E REA 21,300.00 |         |        |
| 00555710 SPOKANE EAR NOSE & THRO   | AT 90.00        |         |        |
| 00555711 FRED UTTKE  | 95.99           |         |        |
| 00555712 LOUIS VELA  | 60.00           |         |        |
| 00555713 A TO Z RENTALS  | 782.27          |         |        |
| 00555714 BETTER BODY FITNESS INC   | 111.90          |         |        |
| 00555715 CENTURYLINK   | 503.99          |         |        |
| 00555716 DETECTION INSTRUMENTS C   | ORP 6,393.84    |         |        |
| 00555717 DANIEL J EAGLE  | 60.00           |         |        |
| 00555/18 MARY ELLEN ERTEL  | 60.00           |         |        |
| 00555719 GEORGE BAYER  | 20.00           |         |        |
| 00555719 GEORGE BAYER 00555720 FIRE CONTROL SPRINKLER 00555721 SPECTROTEL INC 00555722 JOSH'S ROOFING & CONST 00555723 NORTHERN ELECTRIC LLC 00555724 ADT LLC  | SYSTE 35.00     |         |        |
| 00555721 SPECTROTEL INC  | 10.40           |         |        |
| 00555722 JOSH'S ROOFING & CONST  | INC 99.00       |         |        |
| 00555723 NORTHERN ELECTRIC LLC   | 55.00           |         |        |
| 00555723 NORTHERN ELECTRIC LLC 00555724 ADT LLC 00555725 ADVANCED ELEC & ALARM S 00555726 MACKIN & LITTLE INC 00555727 SH DRYWALL 00555728 FIDELITY NATIONAL TITLE 00555729 KATHERINE LIVELY 00555730 MICHAEL & TERRI KJOLSO 00555731 ADT LLC 00555732 LYNETTE M PENCE 00555733 OK ELECTRIC INC 00555734 THE MEN'S WEARHOUSE INC 00555735 CHRISTIAN GREENLEE 00555736 MITCHELL OMLOR 00555737 PITNEY BOWES RESERVE AC  | 30.00           |         |        |
| 00555725 ADVANCED ELEC & ALARM S   | 15.00           |         |        |
| 00555720 MACKIN & LITTLE INC   | 50.00           |         |        |
| 00555727 SH DRIWALL  | 50.00           |         |        |
| 00555720 FIDELIII NAIIONAL IIILE   | 364 00          |         |        |
| 00555729 KATHEKINE DIVEDI  | 224 61          |         |        |
| 00555730 MICHAEL & TERRI ROOLSO  | 30 00           |         |        |
| 00555731 ADI LLC<br>00555732 LVNETTE M DENCE   | 3 657 65        |         |        |
| 00555732 DINDITE A TENCE   | 15 00           |         |        |
| 00555734 THE MEN'S WEARHOUSE INC   | 5.44            |         |        |
| 00555735 CHRISTIAN GREENLEE  | 47.00           |         |        |
| 00555736 MITCHELL ONLOR  | 290.00          |         |        |
| 00555737 PITNEY BOWES RESERVE AC   | COUNT 50,000.00 |         |        |
| 00555738 JASON K RAINS   | 102.00          |         |        |
| 00555739 JARED SATTERLUND  | 11,280.00       |         |        |
| 00555740 SIGNS NOW   | 1,801.42        |         |        |
| 00555741 UNITED RENTALS NW INC   | 1,654.12        |         |        |
| 00555742 WASHINGTON LEOFF  | 2,827.06        |         |        |
| 00555743 WATER DEPARTMENT  | 184.99          |         |        |
| 00555746 STUART CONSULTING GROUP   |                 |         |        |
| 00555747 WA ASSN OF SHERIFFS & P   | OLICE 20,848.13 |         |        |
| 00555748 WASHINGTON STATE UNIVER   |                 |         |        |
| 00555749 EVENT RENTS   |                 |         | 503.75 |
|  |                 |         |        |

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| CHECK #  | VENDOR   | CITY             | LIBRARY  | PARKS  |
|----------|--|------------------|----------|--------|
| 00555750 | JENSEN DISTRIBUTION SERVICES STORE SUPPLY WAREHOUSE LLC VISIONARY COMMUNICATIONS, IN WA STATE DEPT OF AGRICULTURE WA STATE PATROL ADVANCE AUTO PARTS AT&T MOBILITY TESSA DELBRIDGE EASTERN WASHINGTON ATTORNEY CHRISTOPHER L JOHNSON ACORN STAIRLIFTS INC VALLEY EMPIRE COLLECTIONS MALANIE MARIE COLLETT EDWARD T O'CONNOR JAN WENDT JESSE LOHSTROH SUPERIOR TRAMWAY ELLA JEAN CLAASSEN KEN MARTIN DELONA FARBER ESTER MARIE BARKER RICHARD NIBLOCK BRIAN J WALKER MICHAEL E LAVELLE JAELENE A LEESON DEL MURPHY O'REILLY AUTOMOTIVE STORES I PPC SOLUTIONS INC |                  |          | 771.74 |
| 00555751 | STORE SUPPLY WAREHOUSE LLC   |                  |          | 81.12  |
| 00555752 | VISIONARY COMMUNICATIONS, IN   |                  |          | 589.73 |
| 00555753 | WA STATE DEPT OF AGRICULTURE   |                  |          | 66.00  |
| 00555754 | WA STATE PATROL  |                  |          | 564.00 |
| 00555946 | ADVANCE AUTO PARTS   | 54.01            |          |        |
| 00555947 | AT&T MOBILITY  | 8.22             |          |        |
| 00555948 | TESSA DELBRIDGE  | 52.18            |          |        |
| 00555949 | EASTERN WASHINGTON ATTORNEY  | 65.00            |          |        |
| 00555950 | CHRISTOPHER L JOHNSON  | 100.00           |          |        |
| 00555951 | ACORN STATELLETS INC   | 500.00<br>171 42 |          |        |
| 00555952 | VALLEY EMPIRE COLLECTIONS  | 76.00            |          |        |
| 00555953 | MALANIE MARIE COLLEII  | 76.00<br>152 Q/  |          |        |
| 00555954 | TAN WENDT  | 75 00            |          |        |
| 00555955 | JESSE IOHSTROH   | 75.00<br>25.00   |          |        |
| 00555957 | SUPERIOR TRAMWAY   | 50.00            |          |        |
| 00555957 | ELLA TEAN CLAASSEN   | 150.00           |          |        |
| 00555959 | KEN MARTIN   | 1.500.00         |          |        |
| 00555960 | DELONA FARBER  | 1.000.00         |          |        |
| 00555961 | ESTER MARIE BARKER   | 500.00           |          |        |
| 00555962 | RICHARD NIBLOCK  | 216.50           |          |        |
| 00555963 | BRIAN J WALKER   | 500.31           |          |        |
| 00555964 | MICHAEL E LAVELLE  | 462.35           |          |        |
| 00555965 | JAELENE A LEESON   | 120.00           |          |        |
| 00555966 | DEL MURPHY   | 47.00            |          |        |
| 00555967 | DEL MURPHY O'REILLY AUTOMOTIVE STORES I PPC SOLUTIONS INC CAMBRIA RAVSTEN ROOSE, DEBORAH E SIX ROBBLEES INC SPOKANE CITY TREASURER SPOKANE FIRE DEPARTMENT SPOKANE INTERNAL MEDICINE PS ERIC P THOMPSON T-MOBILE T-MOBILE UNITED PARCEL SERVICE WA ASSN OF SHERIFFS & POLICE JEFFERY B BENEFIELD   | 12.15            |          |        |
| 00555968 | PPC SOLUTIONS INC  | 88.16            |          |        |
| 00555969 | CAMBRIA RAVSTEN  | 74.00            |          |        |
| 00555970 | ROOSE, DEBORAH E   | 296.36           |          |        |
| 00555971 | SIX ROBBLEES INC   | 8.36             |          |        |
| 00555972 | SPOKANE CITY TREASURER   | 162.60           |          |        |
| 00555973 | SPOKANE FIRE DEPARTMENT  | 3.41             |          |        |
| 00555974 | SPOKANE INTERNAL MEDICINE PS   | 327.85           |          |        |
| 00555975 | ERIC P THOMPSON  | 1,009.35         |          |        |
| 00555976 | I-MOBILE   | 103.28           |          |        |
| 00555977 | INITED DYDGEI GEDMICE  | 12U.01<br>57 61  |          |        |
| 00555978 | WA ASSN OF SHEDIFFS & DOLLOF   | 1 300 00         |          |        |
| 00555980 | JEFFERY B BENEFIELD  | 1,300.00         | 6.55     |        |
|          | CENTURYLINK  |                  | 61.98    |        |
|          | KLUNDT & HOSMER DESIGN ASSOC   |                  | 1,500.00 |        |
|          | LAURIE ARNOLD  |                  | 75.00    |        |
| 00555984 | CHERYL GRUNLOSE  |                  | 75.00    |        |
| 00555985 | Washington Trails Associatio   |                  | 75.00    |        |
| 00555986 | SPOKANE CITY TREASURER   |                  | 3,275.93 |        |
|          | SPOKANE PUBLIC LIBRARY IMPRE   |                  | 97.22    |        |
|          | SPOKANE PUBLIC LIBRARY   |                  | 330.21   |        |
| 00555989 |  |                  | 56.98    |        |
|          | BROADWAY TRUCK STOP/DIV OF   | 99.25            |          |        |
|          | CENTURYLINK  | 420.88           |          |        |
|          | CHILD SUPPORT SERVICES   | 305.50           |          |        |
| 00555993 | CALIFORNIA STATE DISBURSEMEN   | 810.50           |          |        |
|          |  |                  |          |        |

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|          |  |              | <br>      |
|----------|--|--------------|-----------|
| 00555994 | DANIEL H BRUNNER, TRUSTEE SUPPORT PAYMENT CLEARINGHOUS EMPLOYMENT SECURITY DEPT FAIRWINDS SPOKANE LLC FAMILY SUPPORT REGISTRY HUMAN RESOURCES ICMA RETIREMENT TRUST 457 ICMA RETIREMENT TRUST 457 LO IDAHO STATE TAX COMMISSION ING LIFE INSURANCE & ANNUITY LARRY H MILLER TOYOTA LEXIS NEW JERSEY SUPPORT PAYMENT NORTH SPOKANE IRRIGATION OFFICE OF THE ATTORNEY GENER PEOPLE QUALIFIED COMMITTEE PRE-PAID LEGAL SERVICES INC ROTO-ROOTER/DIV OF SPOKANE COUNTY PROSECUTING SPOKANE COUNTY CONSERVATION | 1.044.88     |           |
| 00555995 | SUPPORT PAYMENT CLEARINGHOUS   | 257.50       |           |
| 00555996 | EMPLOYMENT SECURITY DEPT   | 267.82       |           |
| 00555997 | FAIRWINDS SPOKANE LLC  | 1,520.00     |           |
| 00555998 | FAMILY SUPPORT REGISTRY  | 507.68       |           |
| 00555999 | HUMAN RESOURCES  | 870.50       |           |
| 00556000 | ICMA RETIREMENT TRUST 457  | 391.928.59   |           |
| 00556001 | ICMA RETIREMENT TRUST 457 LO   | 59,444.89    |           |
| 00556002 | IDAHO STATE TAX COMMISSION   | 37.50        |           |
| 00556003 | ING LIFE INSURANCE & ANNUITY   | 112,401.71   |           |
| 00556004 | LARRY H MILLER TOYOTA LEXIS  | 25,000.00    |           |
| 00556005 | NEW JERSEY SUPPORT PAYMENT   | 277.34       |           |
| 00556006 | NORTH SPOKANE IRRIGATION   | 5.00         |           |
| 00556007 | OFFICE OF THE ATTORNEY GENER   | 273.50       |           |
| 00556008 | PEOPLE QUALIFIED COMMITTEE   | 15.35        |           |
| 00556009 | PRE-PAID LEGAL SERVICES INC  | 495.98       |           |
| 00556010 | ROTO-ROOTER/DIV OF   | 268.74       |           |
| 00556011 | SPOKANE COUNTY PROSECUTING   | 1,333.44     |           |
| 00556012 | SPOKANE COUNTY CONSERVATION  | 10,994.01    |           |
| 00556013 | T-MOBILE   | 198.33       |           |
| 00556014 | UNITED STATES TREASURY   | 12.50        |           |
| 00556015 | T-MOBILE UNITED STATES TREASURY US BANK OR CITY TREASURER  | 1,471,498.33 |           |
| 00556016 | VISIONARY COMMUNICATIONS, IN   | 73.12        |           |
| 00556017 | VISIONARY COMMUNICATIONS, IN<br>WA GET PROGRAM<br>WA STATE SUPPORT REGISTRY OR   | 984.50       |           |
| 00556018 | WA STATE SUPPORT REGISTRY OR   | 17,071.14    |           |
| 00556019 | WA STATE TREASURER   | 95,006.59    |           |
| 00556020 | JUNE WALLACE   | 923.99       |           |
| 00556021 | WESTERN STATES POLICE MEDICA   | 1,549.50     |           |
| 00556022 | SCOTT K WINDSOR  | 61.04        |           |
| 00556023 | WA STATE TREASURER JUNE WALLACE WESTERN STATES POLICE MEDICA SCOTT K WINDSOR WSCCCE, AFSCME, AFL-CIO CENTURYLINK   | 246.15       |           |
| 00556024 | CENTURYLINK  |              | 343.74    |
| 00556025 | WATERCO OF THE PACIFIC NORTH   |              | 26.92     |
| 00556026 | EVENT RENTS  |              | 730.48    |
| 00556027 | ROBIN MARKS  |              | 1,196.00  |
| 00556028 | NATIONAL ARBOR DAY FOUNDATIO   |              | 20,000.00 |
| 00556029 | THE PEPSI BOTTLING GROUP   |              | 586.23    |
| 80057541 | ADAMS & CLARK INC  | 1,403.78     |           |
| 80057542 | BERGER PARTNERSHIP PS  |              | 8,450.35  |
| 80057543 | WESTERN STATES POLICE MEDICA SCOTT K WINDSOR WSCCCE, AFSCME, AFL-CIO CENTURYLINK WATERCO OF THE PACIFIC NORTH EVENT RENTS ROBIN MARKS NATIONAL ARBOR DAY FOUNDATIO THE PEPSI BOTTLING GROUP ADAMS & CLARK INC BERGER PARTNERSHIP PS BERNARDO-WILLS ARCHITECTS PC BIG SKY INDUSTRIAL/DIV OF MANITO CAPITAL LLC GEO ENGINEERS INC HILL INTERNATIONAL INC INDUSTRIAL CUSTOM CREATIONS STRATA GEOTECHNICAL ENGINEER UNITEC DORSH LLC   |              | 62,251.75 |
| 80057544 | BIG SKY INDUSTRIAL/DIV OF  | 4,891.31     |           |
| 80057545 | MANITO CAPITAL LLC   | 4,722.20     |           |
| 80057546 | GEO ENGINEERS INC  |              | 6,428.30  |
| 80057547 | HILL INTERNATIONAL INC   |              | 31,452.71 |
| 80057548 | INDUSTRIAL CUSTOM CREATIONS  |              | 14,121.56 |
| 80057549 | STRATA GEOTECHNICAL ENGINEER   |              | 8,233.25  |
| 80057550 | UNITEC DORSH LLC   | 1,283.84     |           |
| 80057551 | DENISE GEIST   | 1,128.75     |           |
| 80057552 | ROBERT WALKER  | 38.00        |           |
|          | ROBERT EARL ALFORD   | 70.72        |           |
|          | ALSCO DIVISION OF ALSCO INC  | 17.68        |           |
| 80057555 | NORTHWEST INDUSTRIAL SERVICE   | 110.00       |           |
|          | ARAMARK UNIFORM SERVICES   | 187.94       |           |
| 80057557 | AVISTA CORPORATION   | 16,835.42    |           |
|          |  |              |           |
|          |  |              |           |

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|----------|----------------------------|--------|---------|-------|
|          |                            |        |         |       |
| 80057558 | AVISTA UTILITIES           | 266.39 |         |       |
| 80057559 | A-PRO AUTO BODY AND TOWING | 159.12 |         |       |

| 80057560 | R & R TOWING I.I.C   | 70 72     |           |
|----------|--|-----------|-----------|
| 80057561 | BAKED & TAVIOD BOOKS   | 70.72     | 33,853.82 |
| 80057562 | BATTERY SYSTEMS INC  | 1 563 66  | 33,033.02 |
| 80057563 | VIRGINIA M BEIHI.  | 280 00    |           |
| 80057564 | B & B TOWING LLC BAKER & TAYLOR BOOKS BATTERY SYSTEMS INC VIRGINIA M BEUHL BRIDGESTONE AMERICAS INC CDW GOVERNMENT INC CENGAGE LEARNING INC                  | 72.83     |           |
| 80057565 | CDW COVERNMENT INC   | 2 109 25  |           |
| 80057566 | CENGAGE LEARNING INC CERIUM NETWORKS INC CITY SERVICE VALCON LLC   | 2,107.23  | 551.20    |
| 80057567 | CENGAGE DEACHING INC   | 1 196 80  | 331.20    |
| 80057568 | CITY SERVICE VALCON LLC  | 24 997 16 |           |
| 80057569 | CLIENT TRACK INC   | 24,007.10 |           |
|          | COLUMBIA ELECTRIC SUPPLY/DIV   | 1 /// 30  |           |
|          |  |           |           |
| 80057572 | COLUMBIA FORD INC  | 2,804.39  |           |
|          |  |           |           |
| 00057575 | DALLY ENVIRONMENTAL LIC  | 2 622 62  |           |
| 00057574 | DECICIO COLIDCE INC  | 2,022.02  |           |
| 00057575 | DIAMOND TECHNOLOGIES   | 1,230.00  |           |
| 00057570 | DIGW IDVIN INC   | 0,007.41  |           |
| 8005/5// | DICK IRVIN INC.  | 3,043.10  |           |
| 8005/5/8 | DIVIDED HOWING (DIV. OF  | 2,958.30  |           |
| 80057579 | CHRISTINA COTY DALLY ENVIRONMENTAL LLC DESIGN SOURCE INC DIAMOND TECHNOLOGIES DICK IRVIN INC. DIVCO INC DIVINES TOWING/DIV OF ELJAY OIL CO INC EMPIRE BOILER | 200.20    |           |
| 80057580 | ELUAY OIL CO INC   | 1,209.27  |           |
| 80057581 | EMPIRE BOILER  | 33,060.30 |           |
| 80057582 | EUROFINS FRONTIER GLOBAL   | 4,971.00  |           |
| 80057583 | EVERGREEN STATE TOWING LLC<br>FASTENAL CO<br>FEDERAL EXPRESS CORP/DBA FED<br>FIKES NORTHWEST INC/DIV OF<br>GRAYMONT CAPITAL INC.                             | 141.44    |           |
| 80057584 | FASTENAL CO  | 7,498.54  |           |
| 80057585 | FEDERAL EXPRESS CORPIDBA FED   | 814.69    |           |
| 8005/586 | FIKES NORTHWEST INC/DIV OF   | 54.23     |           |
| 8005/58/ | GRAYMONT CAPITAL INC.  | 30,898.33 |           |
| 80057588 | GREENMARK ENTERPRISES LLC<br>CORE & MAIN LP  | 737.27    |           |
|          |  |           |           |
| 80057590 | HASKINS STEEL CO INC   | 956.48    |           |
| 80057591 | HDR ENGINEERING INC HEARN BROS PRINTING INC  | 5,824.41  |           |
| 80057592 | HEARN BROS PRINTING INC  | 1,354.56  |           |
| 0005/593 | HERC RENIALS INC   | 1,205.20  |           |
|          | HITACHI ZOSEN INOVA U.S.A.   | 6,883.40  | 1 262 40  |
|          | INGRAM LIBRARY SERVICES LLC  |           | 1,363.40  |
|          |  | 12,758.29 |           |
|          | INTERFAITH HOSPITALITY   |           |           |
|          | JACOB KOSLOWSKY  | 209.00    |           |
|          | LSB CONSULTING ENGINEERS PLL   |           |           |
|          | MCCOY POWER CONSULTANTS INC  |           |           |
|          | MCLOUGHLIN & EARDLEY GROUP   | 880.06    |           |
|          | MIDWEST TAPE   |           | 87.53     |
|          | MOSS & BARNETT   | 1,126.50  |           |
|          | MOTION AUTO SUPPLY   | 263.62    |           |
|          | NALCO CO   | 2,407.13  |           |
|          | NATIONAL BARRICADE COMPANY   | 369.92    |           |
|          | NEPTUNE TECHNOLOGY GROUP INC   |           |           |
|          | NORCO INC  | 744.55    |           |
|          | OCCUPATIONAL MEDICINE  | 4,252.75  |           |
| 80057610 | ORCA PACIFIC INC   | 1,949.11  |           |
|          |  |           |           |

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| CHECK #  | VENDOR                | CITY     | LIBRARY  | PARKS |
|----------|-----------------------|----------|----------|-------|
| 80057611 | OVERDRIVE INC         |          | 4,231.29 |       |
| 80057612 | OXARC INC             | 6,079.86 |          |       |
| 80057613 | PACIFIC GOLF TURF LLC | 4,977.60 |          |       |
| 80057614 | PHYSIO-CONTROL INC    | 489.60   |          |       |
| 80057615 | REXEL INC             | 2,580.12 |          |       |

| 80057616 | POWER TO THE POETRY LLC<br>PRO MECHANICAL SERVICES INC   | 150.00                |           |        |
|----------|--|-----------------------|-----------|--------|
| 80057617 | PRO MECHANICAL SERVICES INC  | 2,498.32              |           |        |
| 80057618 | RECORDED BOOKS INC   |                       | 3,238.36  |        |
| 80057619 | RED DIAMOND CONSTRUCTION INC   | 89,987.64             |           |        |
| 80057620 | RIVER PARK SQUARE LLC  | 347.50                |           |        |
| 80057621 | RIVER PARK SQUARE LLC BRANDSAFWAY SERVICES INC SAGEVIEW CONSULTING GROUP, L SHAMROCK MANUFACTURING INC     | 42,162.22             |           |        |
| 80057622 | SAGEVIEW CONSULTING GROUP, L   | 4,006.00              |           |        |
| 80057623 | SHAMROCK MANUFACTURING INC<br>SIMPLEXGRINNELL LP   | 6,111.49              |           |        |
| 80057624 | SIMPLEXGRINNELL LP   | 3,514.24              |           |        |
| 80057625 | SOLID WASTE SYSTEMS INC<br>DR LOUIS C SOWERS   | 19,196.89             |           |        |
| 80057626 | DR LOUIS C SOWERS  | 19,196.89<br>4,500.00 |           |        |
| 80057627 | SPECIALTY MACHINING & MFG CO   |                       |           |        |
| 80057628 | SPOKANE ARTS FUND  | 435.20<br>2,650.85    |           |        |
| 80057629 | SPOKANE COUNTY AUDITOR   |                       |           |        |
| 80057630 | SPOKANE COUNTY TREASURER   | 1,979.00<br>8,242.59  |           |        |
| 80057631 | SPOKANE EXERCISE EQUIPMENT   | 9,566.78              |           |        |
| 80057632 | SPOKANE EXERCISE EQUIPMENT SPOKANE INT'L TRANSLATION/DI STANDARD DIGITAL PRINT CO IN SUMMIT LAW GROUP PLLC | 30.00                 |           |        |
| 80057633 | STANDARD DIGITAL PRINT CO IN   | 68.85                 |           |        |
| 80057634 | SUMMIT LAW GROUP PLAC  | 3.522.00              |           |        |
| 80057635 | SUMMIT LAW GROUP PLLC<br>SVL ANALYTICAL INC  | 126.00                |           |        |
| 80057636 | TESTAMERICA LABORATORIES INC   | 4,679.50              |           |        |
|          | THOMSON WEST   | 4,199.06              |           |        |
|          |  | 5,562.20              |           |        |
| 00057030 | TRAFFIC SAFETY SUPPLY INC<br>UNITEC DORSH LLC  | 1,000.96              |           |        |
| 00057039 | IIC DANK CODDODATE TRICT CVCC  |                       |           |        |
| 00057640 | US BANK CORPORATE TRUST SVCS<br>V BELT GLOBAL SUPPLY INC   | 1,004.90              |           |        |
|          |  | 294.86<br>12,521.25   |           |        |
| 80057642 | VOLT MANAGEMENT CORP   | 12,521.25             |           |        |
| 8005/643 | VOLUNTEERS OF AMERICA OF   | 550.00                |           |        |
| 80057644 | WESTERN PACIFIC SIGNAL LLC<br>DOBBS HEAVY DUTY HOLDINGS LL   | 550.00<br>472.14      |           |        |
| 8005/645 | DOBBS HEAVY DUTY HOLDINGS LL   | 4/2.14                |           |        |
| 80057646 | WINSTON & CASHATT PS WITHERSPOON BRAJCICH MATTHEW HENRY LUVIMAE P OMANA                                    | 32,770.27<br>1,954.40 |           |        |
| 80057647 | WITHERSPOON BRAJCICH   | 1,954.40              |           |        |
| 80057648 | MATTHEW HENRY  | 209.00                |           |        |
| 80057650 | LUVIMAE P OMANA  | 138.71                |           |        |
| 80057651 | ALPINE BISTRO & BAKERY CO  |                       |           | 505.98 |
| 80057652 | ALTERNATIVE SERVICE CONCEPTS   | 25,961.27             |           |        |
| 80057653 | ALPINE BISTRO & BAKERY CO ALTERNATIVE SERVICE CONCEPTS ANATEK LABS INC                                     | 136.00                |           |        |
|          |  |                       |           | 175.00 |
| 80057655 | ASSESSMENT SYSTEMS CORP  | 20,723.00             |           |        |
| 80057656 | AURORA WORLD INC   |                       |           | 178.66 |
| 80057657 | BERNARDO-WILLS ARCHITECTS PC   | 5,250.00              |           |        |
| 80057658 | CERIUM NETWORKS INC  |                       | 1,029.39  |        |
| 80057659 | CERIUM NETWORKS INC<br>CHEMSEARCH FE DIVISION  |                       | 1,039.04  |        |
| 80057660 | DELL MARKETING LP  |                       | 20,629.49 |        |
|          | ENVIRONMENT CONTROL OF SPOKA   | 4,375.00              |           |        |
|          | EXAMINETICS INC  | 6,275.00              |           |        |
| 80057663 | FOUR SEASONS LANDSCAPING INC   | 2,919.09              |           |        |
| 80057664 | GALLS LLC  | 355.58                |           |        |
|          |  |                       |           |        |

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| CHECK #  | VENDOR                       | CITY     | LIBRARY | PARKS  |
|----------|------------------------------|----------|---------|--------|
|          |                              |          |         |        |
| 80057665 | HDR ENGINEERING INC          | 8,649.18 |         |        |
| 80057666 | LAW OFFICES OF DENNIS HESSIO | 1,840.00 |         |        |
| 80057667 | INDUSTRIAL BOLT & SUPPLY INC |          | 744.00  |        |
| 80057668 | JACKHAMMER PROMOTIONS INC    |          |         | 317.56 |
| 80057669 | MAE WOLFE PHOTOGRAPHY        |          |         | 25.00  |
| 80057670 | NATIONAL COLOR GRAPHICS INC  |          |         | 282.88 |
| 80057671 | NORCO INC                    | 25.38    |         |        |
| 80057672 | PACER SERVICE CENTER         | 21.00    |         |        |

| 80057673 | NATIONAL EMPLOYERS COUNCIL I<br>ROB'S DEMOLITION INC<br>SPOKANE COUNTY TREASURER  | 500.00     |           |          |
|----------|---|------------|-----------|----------|
| 80057674 | ROB'S DEMOLITION INC  | 47,942.11  |           |          |
| 80057675 | SPOKANE COUNTY TREASURER  | 392,362.69 |           | 397.54   |
| 80057676 | LARRY TANGEN AARON THEISEN TOBY'S BODY & FENDER INC   | 1,020.50   |           |          |
| 80057677 | AARON THEISEN   |            |           | 1,500.00 |
| 80057678 | TOBY'S BODY & FENDER INC  | 16,045.00  |           |          |
| 80057679 | VERITIV OPERATING COMPANY VERIZON WIRELESS WA STATE DEPT OF CORRECTIONS NARWHAL MET LLC WILBURN & ASSOCIATES LLC  | 3,055.10   |           |          |
| 80057680 | VERIZON WIRELESS  | 5,114.68   |           |          |
| 80057681 | WA STATE DEPT OF CORRECTIONS  | 416.00     |           |          |
| 80057682 | NARWHAL MET LLC   | 445.00     |           |          |
| 80057683 | WILBURN & ASSOCIATES LLC  | 1,500.00   |           |          |
| 80057684 | ALICE M BUSCH   |            |           | 237.08   |
| 80057685 | NICHOLAS ANTHONY FEDERICI   | 2,500.00   |           |          |
| 80057686 | PAPICH, JENNIFER  |            |           | 142.80   |
| 80057687 | BENJAMIN M PRICE  | 630.00     |           |          |
| 80057688 | JENNIFER SAXON  | 210.37     |           |          |
| 80057689 | ALICE M BUSCH NICHOLAS ANTHONY FEDERICI PAPICH, JENNIFER BENJAMIN M PRICE JENNIFER SAXON ALBERT H VORDERBRUEGGEN NICHOLAS D WILSON ABC OFFICE EQUIPMENT COMPANY ABSOLUTE DRUG TESTING LLC ACRANET CBS BRANCH/DIV OF ACTION MATERIALS ADAMS & CLARK INC ALSCO DIVISION OF ALSCO INC ARAMARK UNIFORM SERVICES AVISTA CORPORATION AVISTA UTILITIES BATTERY SYSTEMS INC BRIDGESTONE AMERICAS INC BUDINGER & ASSOCIATES INC CATHOLIC CHARITIES |            |           | 93.74    |
| 80057690 | NICHOLAS D WILSON   | 630.00     |           |          |
| 80057691 | ABC OFFICE EQUIPMENT COMPANY  |            | 48.02     |          |
| 80057692 | ABSOLUTE DRUG TESTING LLC   | 430.00     |           |          |
| 80057693 | ACRANET CBS BRANCH/DIV OF   | 264.50     |           |          |
| 80057694 | ACTION MATERIALS  | 4,528.76   |           |          |
| 80057695 | ADAMS & CLARK INC   | 500.00     |           |          |
| 80057696 | ALSCO DIVISION OF ALSCO INC   |            | 34.41     |          |
| 80057697 | ARAMARK UNIFORM SERVICES  | 187.51     |           |          |
| 80057698 | AVISTA CORPORATION  | 2,157.20   |           |          |
| 80057699 | AVISTA UTILITIES  | 112,962.99 |           |          |
| 80057700 | BATTERY SYSTEMS INC   | 252.93     |           |          |
| 80057701 | BRIDGESTONE AMERICAS INC  | 5,437.03   |           |          |
| 80057702 | BUDINGER & ASSOCIATES INC   | 27,703.60  |           |          |
| 80057703 | CATHOLIC CHARITIES  | ·          |           |          |
| 80057704 | CITY SERVICE VALCON LLC CONSOLIDATED SUPPLY CO  | 1,061.97   |           |          |
| 80057705 | CONSOLIDATED SUPPLY CO  | 1,095.47   |           |          |
| 80057706 | CONTRACT DESIGN ASSOCIATES I  | 862.22     |           |          |
| 80057707 | COPIERS NORTHWEST INC   | 162.25     |           |          |
| 80057708 | CW NIELSEN MFG CORP   | 186.05     |           |          |
| 80057709 | DCI ENGINEERS   | 2,895.00   |           |          |
| 80057710 | CONTRACT DESIGN ASSOCIATES I COPIERS NORTHWEST INC CW NIELSEN MFG CORP DCI ENGINEERS DELL MARKETING LP DEVRIES INFORMATION MANAGEME ENVISIONWAPE INC  | ,          | 17,082.00 |          |
| 80057711 | DEVRIES INFORMATION MANAGEME  | 22.40      | 129.87    |          |
| 80057712 | ENVISIONWARE INC  |            | 591.99    |          |
| 80057713 | EUROFINS FRONTIER GLOBAL<br>FIKES NORTHWEST INC/DIV OF<br>GALLS LLC   | 3,570.00   |           |          |
| 80057714 | FIKES NORTHWEST INC/DIV OF  | 108.45     |           |          |
| 80057715 | GALLS LLC   | 634.81     |           |          |
| 80057716 | ALEXANDRIA LYNN GOOLTE  | 240.00     |           |          |
| 80057717 | ALEXANDRIA LYNN GOOLIE<br>GORDON TRUCK CENTERS INC DBA  | 163.93     |           |          |
| - 3 0 0  |   | 200.70     |           |          |

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|----------|------------------------------|-----------|---------|-------|
|          |                              |           |         |       |
| 80057718 | GRAINGER INC                 | 152.10    |         |       |
| 80057719 | HASKINS STEEL CO INC         | 1,002.66  |         |       |
| 80057720 | MICHAEL P JOHNSON            | 630.00    |         |       |
| 80057721 | JRM ENTERPRISES INC          | 1,619.00  |         |       |
| 80057722 | LANGUAGE LINE SERVICES       | 5.88      |         |       |
| 80057723 | LIFEWISE ASSURANCE CO        | 47,751.08 |         |       |
| 80057724 | LUTHERAN COMMUNITY SERVICES  |           |         |       |
| 80057725 | MARTIN LUTHER KING JR FAMILY | 2,200.00  |         |       |
| 80057726 | NAPA AUTO PARTS              | 655.25    |         |       |
| 80057727 | NEPTUNE TECHNOLOGY GROUP INC | 510.00    |         |       |
| 80057728 | NORTHSTAR CHEMICAL INC       | 4,803.73  |         |       |

| 80057729 | NORTHWEST FENCE COMPANY INC<br>OLIN CORPORATION<br>POWER TO THE POETRY LLC  | 133.18     |        |          |
|----------|---|------------|--------|----------|
| 80057730 | OLIN CORPORATION  | 12,508.30  |        |          |
| 80057731 | POWER TO THE POETRY LLC   |            | 200.00 |          |
| 80057732 | PREMERA BLUE CROSS OR   | 258,508.56 |        |          |
|          |   |            |        |          |
| 80057734 | SETINA MANUFACTURING INC  | 505.28     |        |          |
| 80057735 | SOLID WASTE SYSTEMS INC   | 10,930.30  |        |          |
| 80057736 | SPOKANE HOUSE OF HOSE INC   | 661.82     |        |          |
| 80057737 | STARPLEX CORP   | 10,281.15  |        |          |
| 80057738 | TECHNOLOGY UNLIMITED  | 1,474.24   |        |          |
| 80057739 | FRANK A RAWLEY SETINA MANUFACTURING INC SOLID WASTE SYSTEMS INC SPOKANE HOUSE OF HOSE INC STARPLEX CORP TECHNOLOGY UNLIMITED TESTAMERICA LABORATORIES INC TITAN TRUCK EQUIPMENT US BANK VERIZON WIRELESS VOLUNTEERS OF AMERICA OF   | 39.50      |        |          |
| 80057740 | TITAN TRUCK EQUIPMENT   | 1,314.70   |        |          |
| 80057741 | US BANK   | 6,491.00   |        |          |
| 80057742 | VERIZON WIRELESS  | 1,530.82   |        |          |
| 80057743 | VOLUNTEERS OF AMERICA OF  |            |        |          |
| 80057744 | WA STATE CRIMINAL JUSTICE   | 500.00     |        |          |
| 80057745 | WA STATE CRIMINAL GOSTICE WASTATE DEPT/TRANSPORTATION WAUSAU EQUIPMENT INC  | 3,540.09   |        |          |
| 80057746 | WAUSAU EQUIPMENT INC  | 46,948.61  |        |          |
| 80057747 | WEST CENTRAL COMMUNITY  |            |        |          |
| 80057748 | DOBBS HEAVY DUTY HOLDINGS LL  | 3,057.87   |        |          |
| 80057749 | WILDROSE LTD dba  | 84.54      |        |          |
| 80057750 | DOBBS HEAVY DUTY HOLDINGS LL WILDROSE LTD dba WINGFOOT COMMERCIAL TIRE RICHARD E CRAMER JOHN J DELAY JASON DONAHUE AMANDA DONOVAN MEGAN DUVAL DUANE P ECCLES MISTY M GRIFFITH JOHN B HARE ROBERT W KAUL ANA L KRUGER HAYDEN LOVE BRIAN MCGINN SCOTT M SIMMONS CLARA STROM ABSOLUTE DRUG TESTING LLC | 3,860.94   |        |          |
| 80057751 | RICHARD E CRAMER  | 34.49      |        |          |
| 80057752 | JOHN J DELAY  | 472.83     |        |          |
| 80057753 | JASON DONAHUE   | 630.00     |        |          |
| 80057754 | AMANDA DONOVAN  |            | 776.91 |          |
| 80057755 | MEGAN DUVAL   | 213.00     |        |          |
| 80057756 | DUANE P ECCLES  |            | 13.90  |          |
| 80057757 | MISTY M GRIFFITH  | 310.65     |        |          |
| 80057758 | JOHN B HARE   | 240.00     |        |          |
| 80057759 | ROBERT W KAUL   | 240.00     |        |          |
| 80057760 | ANA L KRUGER  |            | 55.59  |          |
| 80057761 | HAYDEN LOVE   | 350.00     |        |          |
| 80057762 | BRIAN MCGINN  | 186.96     |        |          |
| 80057763 | SCOTT M SIMMONS   | 72.00      |        |          |
| 80057764 | CLARA STROM   |            | 99.88  |          |
| 80057765 | ABSOLUTE DRUG TESTING LLC   | 425.00     |        |          |
| 80057766 | ABSOLUTE DRUG TESTING LLC AECOM TECHNICAL SERVICES INC  | 5,824.71   |        |          |
| 8005//6/ | AHBL INC  |            |        | 8,130.00 |
| 80057768 | ALLIANT INSURANCE SERVICES I  | 2,281.80   |        |          |
| 80057769 | NORTHWEST INDUSTRIAL SERVICE<br>AMERICAN SPRINKLER REPAIR   | 265.00     |        |          |
| 80057770 | AMERICAN SPRINKLER REPAIR   | 174.08     |        |          |
|          |   |            |        |          |

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| CHECK #  | VENDOR                       | CITY      | LIBRARY | PARKS    |
|----------|------------------------------|-----------|---------|----------|
| 80057771 | AVISTA CORPORATION           | 3,129.92  |         |          |
| 80057772 | AVISTA UTILITIES             | 3,481.18  |         |          |
| 80057773 | PATRICIA BARTELL             |           |         | 1,020.00 |
| 80057774 | SPOKANE FIRE FIGHTERS BENEFI | 18,967.46 |         |          |
| 80057775 | BUDINGER & ASSOCIATES INC    | 1,356.86  |         |          |
| 80057776 | CASCADE CABLE CONSTRUCTORS I | 8,484.89  |         |          |
| 80057777 | CITY SERVICE VALCON LLC      | 4,860.30  |         |          |
| 80057778 | CLUB PROPHET SYSTEMS         |           |         | 1,218.56 |
| 80057779 | COFFMAN ENGINEERS INC        | 1,287.50  |         | 3,838.00 |
| 80057780 | COMCAST                      | 369.09    |         |          |
| 80057781 | COPIERS NORTHWEST INC        | 434.65    |         |          |
| 80057782 | CREEK AT QUALCHAN GOLF COURS |           |         | 1,810.60 |
| 80057783 | DEVRIES INFORMATION MANAGEME | 82.40     |         |          |
| 80057784 | DICK IRVIN INC.              | 2,191.08  |         |          |

| 80057785 | DIGNITARY PROTECTION TEAM FU   | 120.00     |           |
|----------|--|------------|-----------|
| 80057786 | EDU MEMBERSHIP FUND ELJAY OIL CO INC FASTENAL CO GRAINGER INC GRAYMONT CAPITAL INC. KAISER FOUNDATION HEALTH PLA | 22.50      |           |
| 80057787 | ELJAY OIL CO INC   | 964.86     |           |
| 80057788 | FASTENAL CO  | 392.14     |           |
| 80057789 | GRAINGER INC   | 1,952.27   |           |
| 80057790 | GRAYMONT CAPITAL INC.  | 7,050.24   |           |
| 80057791 | KAISER FOUNDATION HEALTH PLA   | 101,439.25 |           |
| 80057792 | POLICE GUILD LEGAL DEFENSE   | 602.00     |           |
| 80057793 | KAISER FOUNDATION HEALTH PLA<br>POLICE GUILD LEGAL DEFENSE<br>HASKINS STEEL CO INC                               | 2,370.86   |           |
| 80057794 | HILLYARD SENIOR ACTIVITY CTR   |            | 13,333.32 |
| 80057795 | HISTORICAL RESEARCH ASSOCIAT INLAND ENVIRONMENTAL RESOURC  | 744.41     |           |
| 80057796 | INLAND ENVIRONMENTAL RESOURC   | 13,268.16  |           |
| 80057797 | INLAND POWER & LIGHT CO INT'L ASSN OF FIREFIGHTERS/  | 397.80     |           |
| 80057798 | INT'L ASSN OF FIREFIGHTERS/  | 60,758.62  |           |
| 80057799 | IRRIGATION TECHNOLOGIES INC  |            | 2,975.01  |
| 80057800 | K & L GATES LLP  | 12,767.40  |           |
| 80057801 | KEMIRA WATER SOLUTIONS INC   | 39,473.10  |           |
| 80057802 | KPFF CONSULTING ENGINEERS<br>L N CURTIS & SONS<br>LSB CONSULTING ENGINEERS PLL                                   |            | 319.00    |
| 80057803 | L N CURTIS & SONS  | 480.59     |           |
| 80057804 | LSB CONSULTING ENGINEERS PLL   | 3,877.50   |           |
| 80057805 | LT & CAPT ASSOCIATION  LTS & CPTS LEGAL DEFENSE FUN  M & P ASSOCIATION   | 1,740.00   |           |
| 80057806 | LTS & CPTS LEGAL DEFENSE FUN   | 42.00      |           |
| 80057807 | M & P ASSOCIATION  | 2,667.66   |           |
| 80057808 | MARTIN LUTHER KING JR FAMILY   | 29,166.66  | 3,483.33  |
| 80057809 | MCCOY POWER CONSULTANTS INC  | 6,875.00   |           |
| 80057810 | MICHAEL TERRELL LANDSCAPE  | 228.00     | 12,796.70 |
| 80057811 | MID CITY CONCERNS INC  |            | 3,087.50  |
| 80057812 | MONTANA HELICAL PIERS NAPA AUTO PARTS NEPTUNE TECHNOLOGY GROUP INC   |            | 1,995.95  |
| 80057813 | NAPA AUTO PARTS  | 154.50     |           |
| 80057814 | NEPTUNE TECHNOLOGY GROUP INC   | 62,375.25  |           |
| 80057815 | NORCO INC<br>CARRIE L PAETSCH<br>NORTHEAST YOUTH CENTER  | 873.40     |           |
| 80057816 | CARRIE L PAETSCH   | 1,801.51   |           |
| 80057817 | NORTHEAST YOUTH CENTER   |            | 23,256.34 |
| 80057818 | NORTHWEST VITAL RECORDS OIL RE-REFINING CO INC   | 51.14      |           |
| 80057819 | OIL RE-REFINING CO INC   | 400.00     |           |
| 80057820 | OXARC INC  |            | 135.86    |
| 80057821 | PAPE MACHINERY INC   | 293.23     |           |
| 80057822 | PATRIOT FIRE PROTECTION INC  |            | 250.00    |
|          | POINTE PEST CONTROL  | 1,463.36   |           |
|          |  |            |           |

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|----------|------------------------------|-----------|---------|----------|
| 80057824 | SPOKANE POLICE GUILD         | 20,875.04 |         |          |
| 80057825 | POLYDYNE INC                 | 21,723.24 |         |          |
| 80057826 | POWER CITY ELECTRIC INC      | 1,155.06  |         |          |
| 80057827 | PROJECT JOY                  |           |         | 2,580.83 |
| 80057828 | REHN & ASSOCIATES            | 14,501.50 |         |          |
| 80057829 | BRANDSAFWAY SERVICES INC     | 979.20    |         |          |
| 80057830 | SENSKE PEST CONTROL          | 54.40     |         |          |
| 80057831 | SIGNS FOR SUCCESS INC        |           |         | 371.38   |
| 80057832 | SINTO SENIOR CENTER          |           |         | 6,434.13 |
| 80057833 | SOLID WASTE SYSTEMS INC      | 668.47    |         |          |
| 80057834 | SOUTHSIDE SENIOR ACTIVITY CT |           |         | 8,017.38 |
| 80057835 | SOUTHWEST SPOKANE COMMUNITY  |           |         | 3,328.92 |
| 80057836 | DR LOUIS C SOWERS            | 1,500.00  |         |          |
| 80057837 | SPOKANE POLICE BENEFIT ASSOC | 892.50    |         |          |
| 80057838 | SPOKANE POLICE CHAPLAIN      | 3,422.50  |         |          |
| 80057839 | SPOKANE POLICE K-9 MEMBERSHI | 105.00    |         |          |
| 80057840 | SPECIALTY ROOFING LLC        | 2,219.19  |         |          |

| 800578 | 841 KELLY CHADWICK  |            | 4,025.60  |
|--------|---|------------|-----------|
| 800578 | 842 SPOKANE COUNTY TREASURER  | 2,443.42   |           |
| 800578 | 843 SPOKANE POLICE GUILD FRATERN  | 600.48     |           |
| 800578 | 844 SPOKANE PUBLIC SCHOOLS  | 10,554.35  |           |
| 800578 | 845 SPOKANE PUBLIC FACILITIES   | 360,372.47 |           |
| 800578 | 846 SPRAGUE PEST CONTROL/DIV OF   |            | 179.52    |
| 800578 | 847 SPRING ENVIRONMENTAL INC  | 472.50     |           |
|        | 848 ST ANN PARISH   | 475.00     |           |
| 800578 | 849 STANDARD DIGITAL PRINT CO IN  | 76.10      |           |
|        | 850 STARPLEX CORP   | 1,625.00   |           |
| 800578 | 851 SVL ANALYTICAL INC  | 189.00     |           |
| 800578 | 852 SPOKANE POLICE SWAT TEAM  | 440.00     |           |
| 800578 | 853 SPOKANE POLICE TACTICAL TEAM  | 280.00     |           |
| 800578 | 854 AXON ENTERPRISE INC   | 332,275.20 |           |
| 800578 | 855 THOMSON WEST  | 1,328.45   |           |
| 800578 | 853 SPOKANE POLICE TACTICAL TEAM<br>854 AXON ENTERPRISE INC<br>855 THOMSON WEST<br>856 TOOLE DESIGN GROUP LLC | 9,531.08   |           |
| 800578 | 857 TRINDERA ENGINEERING<br>858 UNITED WAY  | 715.00     |           |
|        |   |            |           |
|        | 859 UNIV DIST PUBLIC DEV AUTHORI  |            |           |
| 800578 | 860 UNIVERSAL PROTECTION SERVICE  | 220.55     |           |
| 800578 | 861 US BANK TRUST NA  |            |           |
| 800578 | 862 VERIZON WIRELESS  | 1,301.95   |           |
| 800578 | 863 VIP PRODUCTION NORTHWEST INC  |            | 1,893.12  |
|        | 864 VOLUNTEERS OF AMERICA OF  |            |           |
|        | 865 WA ST COUNCIL OF CITY & COUN  | 27,473.96  |           |
|        | 866 VICTOR J GIAMPIETRI II  |            | 1,000.00  |
| 800578 | 867 WASHINGTON DENTAL SERVICE OR  | 38,655.29  |           |
| 800578 | 868 WASTE MANAGEMENT OF WA DBA  | 2,405.27   |           |
|        | 869 NARWHAL MET LLC   | 1,300.00   |           |
|        | 870 WEST CENTRAL COMMUNITY  |            | 18,168.75 |
|        | 871 WESTERN EXTERMINATOR COMPANY  |            | 1,577.60  |
|        | 872 WESTERN STATES EQUIPMENT CO   |            | 911.59    |
|        | 873 MICHELLE DORGAN   | 319.91     |           |
| 800578 | 874 LARS H HENDRON  | 38.60      |           |
|        |   |            |           |

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CHECK # VENDOR CITY LIBRARY PARKS -----5,352,971.60 91,421.59 286,568.50

# JOINT CITY COUNCIL - COMMUNITY ASSEMBLY SPECIAL MEETING MINUTES Thursday, November 29, 2018

A joint meeting of the Spokane City Council and Community Assembly was held on the above date at 5:30 p.m. in the East Central Community Center, 500 S. Stone Street, Spokane, Washington. Council President Stuckart and Council Members Beggs and Fagan were present. Council Members Burke, Kinnear, Mumm, and Stratton were absent. A quorum of City Council was not present.

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

The following topics were discussed:

# City Council Updates

Council present discussed New Safety Bond proposal

# Community Assembly Updates

- Discussion on CDBG funds and projects Citywide.
- Building Stronger Neighborhood Committee of the CA requesting the City Council fund three community members in 2019 to attend the Neighborhoods USA Conference. Council President Stuckart indicated he would look into this.
- 2019 Community Assembly Grant Program: Updates and Discussion. City Council is currently looking into increasing this program in 2019 to \$25,000.
- 2019 CA/CC meeting schedule.

The meeting adjourned at 7 p.m.

Minutes prepared and submitted for publication in the December 19, 2018, issue of the Official Gazette:

| Terri L. Pfister, MMC |  |
|-----------------------|--|
| Spokane City Clerk    |  |

| Approved by City Council of | on          | , 2018. |
|-----------------------------|-------------|---------|
|                             |             |         |
| Ben Stuckart                | <del></del> |         |
| City Council President      |             |         |

## MINUTES OF SPOKANE CITY COUNCIL

# Monday, December 3, 2018

#### **BRIEFING SESSION**

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

# Roll Call

On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, City Council Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

# Advance Agenda Review

The City Council received an overview from staff on the December 10, 2018, Advance Agenda items.

# **Resolution 2018-0103**

Council President Stuckart presented an overview of Resolution 2018-0103. The following action was then taken:

**Motion** by Council Member Beggs, seconded by Council Member Mumm, **to substitute** the language that has been distributed (thereby substituting revised Resolution 2018-0103 with the version filed December 3, 2018) with one minor change on page 3, under Section 2(a) Purpose, last line, to reverse the order of "crime funding" so it says "funding crime;" **carried unanimously.** 

# Action to Approve December 10, 2018, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the December 10, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Stratton, **to approve** the Advance Agenda for Monday, December 10, 2018; **carried unanimously.** 

# ADMINISTRATIVE SESSION

# **Current Agenda Review**

The City Council reviewed the December 3, 2018, Current Agenda for any changes.

#### **CONSENT AGENDA**

Upon motion by Council Member Fagan, seconded by Council Member Mumm, the City Council unanimously approved Staff Recommendations for the following:

Purchases by Fleet Operations of:

- a Dump Truck from Kenworth Sales Company, Inc., (Spokane WA) for the Water Department using the Sourcewell Contract No. 081716-KTC—\$238,796.99 (incl. tax). (OPR 2018-0762)
- b. two additional HENKE Hi-Gates (Boots for graders) from Pape Machinery (Spokane, WA) for the Street Department—\$21,627.26 (incl. tax). (OPR 2018-0763)
- c. a Loader for \$97,038.89 (incl. tax) and a Skid Steer for \$62,530.72 (incl. tax) from Western States CAT, (Spokane, WA) for the Street Department using the Sourcewell Contract No. 032515-CAT. Total purchase amount: \$159,569.61. (OPR 2018-0764)

Purchases by the Innovation and Technology Services Division of:

- a. PC, Laptop and Mobile Data Hardware Equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) for various departments utilizing Washington State Contract #05815-003/MNWNC-108 from January 1, 2019, through December 31, 2019—\$550,000 (plus tax and shipping). (OPR 2018-0765)
- b. Technology equipment (hardware and software) from CDW Government (Vernon Hills, IL) for various departments utilizing various contracts from January 1, 2019, through December 31, 2019—\$175,000 (plus tax and shipping) utilizing various budget accounts. (OPR 2018-0766)
- c. Server-related equipment from Lenovo, Inc., utilizing Washington State Contract #05815-021/MNWNC-135 from January 1, 2019, through December 31, 2019—\$100,000 (plus tax and shipping). (OPR 2018-0767)
- d. Software products, including maintenance and support subscription/upgrades, from Software House International (SHI) for various City Departments utilizing various contracts from January 1, 2019, through December 31, 2019—\$125,000 (plus tax and shipping) (utilizing various budget accounts). (Microsoft est. \$90,751.50 and Adobe est. \$35,743.71. (OPR 2018-0768)

(Clerical Note: As it pertains to "d" above (OPR 2018-0768), the December 3, 2018, Consent Agenda also included language as follows: "DLT Est. \$40,306.92," and this language was included as part of the reading of the Consent Agenda items by the City Clerk into the record. However, this language should have been removed from the Current Consent Agenda as ITSD Director Mike Sloon indicated during the November 26, 2018, 3:30 p.m. Briefing Session that the City will no longer buy autodesks through DLT. Therefore, the DLT estimate is not included in the language of item "d" above.)

Extension of Project Management Professional Services Contract with Nuvodia, LLC. (Spokane, WA) from January 1, 2019, through December 31, 2019—\$431,936 (incl. tax). (OPR 2017-0267)

Contract Renewal with Northwest Vital Records Center Inc, (Spokane, WA) for off-site storage and retrieval services for various City departments from January 1, 2019, through December 31, 2019—estimated costs \$52,000. (OPR 2015-1063 / RFP 4183-15)

Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for the construction of emergency bypass for Clarke Avenue Lift Station sewer force-main—\$97,506.56. (OPR 2018-0769)

Memorandum of Understanding with Spokane County for the City to provide regional waste reduction and recycling outreach and education. (OPR 2018-0770)

Contract Amendments for the Waste-to-Energy Facility with:

- a. Konecranes, Inc., (Spokane Valley, WA) for quarterly crane/hoist/trolley and lifeline preventative maintenance, inspections and service from January 1, 2018, to December 31, 2018—increase of \$20,000 (incl. tax). (OPR 2015-0092 / BID 4075-14)
- Safway Services, LLC, (Spokane Valley, WA) for various scaffolding services from April 1, 2018, through March 31, 2019—increase of \$120,000 (plus tax). (OPR 2017-0155 / BID 4308-16)
- c. Zampell Refractories, Inc., (Newburyport, MA) for refractory installation and sandblasting services from January 1, 2018, through December 31, 2018—increase of \$175,000 (incl. tax). (OPR 2015-0097 / BID 4069-14)
- d. 5 Star Testing, Inc., (Brush Prairie, WA) to provide ultrasonic testing services for the Waste to Energy Facility from October 30, 2017, through October 29, 2019—increase of \$60,000 (incl. tax). (OPR 2017-0660 / RFP 4390-17)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 21, 2018, total

\$5,188,854.50 (Check Nos. 555418-55523; ACH Payment No. 57051-57151), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,160,585.30. (CPR 2018-0002)

City Council Meeting Minutes: November 15, 2018. (CPR 2018-0013)

# **Council Recess/Executive Session**

The City Council adjourned at 3:56 p.m. and immediately convened into an Executive Session to discuss pending litigation and labor negotiations for 45 minutes. City Attorney Mike Ormsby and Assistant City Attorney Mike Piccolo were present during labor negotiations discussions.) The City Council reconvened at 6:00 p.m. for the Regular Legislative Session.

# **LEGISLATIVE SESSION**

# Pledge of Allegiance

The Pledge of Allegiance was led by Council President Stuckart.

#### Roll Call

Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

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

# **PROCLAMATION**

December 3, 2018 Anne McClain Day

Council Member Kinnear read the proclamation. NASA Astronaut Anne McClain is an alumna of Gonzaga Prep School and selected by NASA in 2013 as one of eight members of the 21st NASA Astronaut class. Her incredible achievements are inspiring and serve as a model of what can be attained when one is dedicated and passionate. She is launching today for a six-month mission to the International Space Station returning in June 2019. The proclamation encourages citizens to honor and celebrate Anne McClain's career and accomplishments and wish her good luck on her journey to outer space.

# **COUNCIL SALUTATION**

Council President Stuckart indicated that Henry Valder advised prior to today's meeting that this is his last meeting. He recognized Mr. Valder for his receipt of a Certificate of Special Congressional Recognition. The certificate was presented to Henry, United States Marine Corps, for many dedicated years of being the voice of homeless veterans in Spokane Washington and signed on November 30, 2018, by Representative Cathy McMorris-Rodgers.

## ADMINISTRATION REPORT

# **Spokane Matters**

Kathryn Alexander presented a request for citywide funding to develop a citywide alley improvement project for 2019. She noted the request is based on the Spokane Matters 2.0 pilot project of light and bright alleys. She stated Spokane Matters fills potholes and the program completed 20 alleys this summer. She recommended that alleys be fixed and that Council expand the effort to a citywide program. She stated, for next year, the recommendation is that Spokane Matters do four alleys two times a month, which would be 48 alleys, and that the City fixes the alleys using the front loader which is the cheapest and yet highest result that can be gotten with the least money. Ms. Alexander provided further comments regarding her request and possible funding sources.

# **COUNCIL COMMITTEE REPORT**

# **Public Safety and Community Health Committee Meeting**

Council Member Kinnear reported on the Public Safety and Community Health Committee meeting held earlier today (December 3, 2018). Minutes of the Public Safety and Community Health Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Public Safety and Community Health Committee.

There were no **Appointments**.

#### **OPEN FORUM**

**Valerie Waley** remarked that there is confusion on the warming centers with the overnight stays and the 24/7 shelters. Council President Stuckart stated by next Monday he will have a complete list of what exists, what's coming, who they take, hours, and all the detail on one sheet.

**Joan Medina** provided a report on what is happening with Camp Hope, which are the folks that are sheltering outside of City Hall in the blue tents.

**Jennifer Bates** presented concerns regarding the intersection of 5<sup>th</sup> Avenue and Sherman Street.

**Henry Valder** stated that for 20 years he has been coming to the Chambers. He remarked on homelessness and drug use and provided other remarks.

# **LEGISLATIVE AGENDA**

#### SPECIAL BUDGET ORDINANCES

# Special Budget Ordinances C35711, C35712, and C35713

The City Council considered Special Budget Ordinances C35711, C35712, and C35713. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed** the following Special Budget Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

**ORD C35711** Street Fund

FROM: Various Accounts, \$2,962,148; TO: Various Accounts, same amount.

(This action recognizes additional revenues to the Street Department from REET and interfund billings from TBD and Levy funded projects as well as adding budget capacity for the Residential Grind overlay projects.)

**ORD C35712** Transportation Benefit District Fund

FROM: Undesignated Reserves, \$950,000; TO: Various Accounts, same amount.

(This action increases the budget for the Residential Crack Seal and Residential Grind overlay projects.)

**ORD C35713** Fleet Services Fund

FROM: IF Revenue, \$1,3110,000;

TO: Various Accounts, same amount.

(This action budgets for the increase in costs and repairs for the City's fleet as well as various operating expenses that have not been budgeted at current operating levels.)

## **EMERGENCY ORDINANCE**

# **Emergency Ordinance C35714**

The City Council considered Emergency Ordinance C35714. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council inquiry and commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Emergency Ordinance C35714**—an Ordinance of the City of Spokane, Washington, providing for the issuance and sale of Unlimited Tax General Obligation Bonds of the City in the principal amount of not to exceed \$77,000,000 to provide funds to finance capital improvements to the Spokane Public Library facilities and collections; providing for the annual levy of taxes to pay the principal of and interest on the bonds, as authorized by a resolution of the Council and approved by the qualified electors of the City at a special election held on November 6, 2018; authorizing preliminary and final official statements; delegating authority to the designated representative to determine the final principal amount, interest rates, principal maturities and other terms of the bonds, and providing for the sale of such bonds under the conditions set forth herein, and declaring an emergency.

# RESOLUTIONS

#### **Resolution 2018-0097**

The City Council considered Resolution 2018-0097. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2018-0097** Assessment Segregation for Haven Street from Vacated Riverside Avenue to Olive Avenue; Olive Avenue from Haven Street to Fiske Street; Fiske Street from Olive Avenue to Alki Avenue (Playfair LID). (East Central Neighborhood.)

# **Resolution 2018-0098**

The City Council considered Resolution 2018-0098. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council adopted Resolution 2018-0098 providing for the meeting times for the City Council Joint meetings with the Community Assembly.

# **Resolution 2018-0099**

The City Council considered Resolution 2018-0099. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2018-0099** approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070.

#### **Resolution 2018-0100**

The City Council considered Resolution 2018-0100. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2018-0100** setting Hearing before City Council for January 14, 2019, for the vacation of the east 15 feet of N. South Riverton, as requested by Michael Kuhn and Douglass Spruance.

# Resolution 2018-0096 (Deferred from November 26, 2018, Agenda)

Upon consideration of Resolution 2018-0096, the following action was taken:

**Motion** by Council Member Beggs, seconded by Council Member Fagan, **to defer** Resolution 2018-0096 laying out a framework for funding the paving of unpaved residential streets in Spokane.

#### FINAL READING ORDINANCES

For Council action on Final Reading Ordinance C35695, see section of minutes under "Hearings."

# Final Reading Ordinance C35707

The City Council considered Final Reading Ordinance C35707. Subsequent to a brief overview by Council Member Stratton; an opportunity for public testimony, with no

individuals requesting to speak; and an opportunity for Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **passed Final Reading Ordinance C35707** amending the composition of the Community, Housing, and Human Services Board.

## FIRST READING ORDINANCES

The following Ordinances were read for the first time, with further action deferred:

**ORD C35709** Amending Ordinance C35011 vacating the alley between 6<sup>th</sup> and 7<sup>th</sup>

Avenue from McClellan Street and Browne Street.

**ORD C35710** Regarding for-hire vehicle regulations; repealing chapter 10.34;

enacting a new Chapter 10.34A; amending sections 08.02.0210; and enacting a new Section 07.08.153 and new Chapter 12.11 of

the Spokane Municipal Code.

There were no Special Considerations.

# **HEARINGS**

# Continuation of Hearing on 2019 Proposed Budget (FIN 2018-0001) (Continued from November 26, 2018)

The City Council continued its hearing on the 2019 Proposed Budget. Subsequent to the opportunity for public testimony, with one individual speaking, the following action was taken.

**Motion** by Council Member Fagan, seconded by Council Member Beggs, **to continue** the Budget hearing one more week (to December 10, 2018); **carried unanimously.** 

# Continuation of Hearing on Citywide Capital Improvement Program 2019-2024 (Continued from November 19, 2018, Agenda)

The City Council continued the Hearing on the Citywide Capital Improvement Program 2019-2024 and related Final Reading Ordinance C35695. There was an opportunity for public testimony, with no individuals requesting to speak. Subsequent to Council commentary, the following actions were taken:

**Motion** by Council Member Beggs, seconded by Council Member Mumm, **to substitute** versions of Ordinance C35695 (thereby replacing the previously filed version with the version filed with the City Clerk on December 3, 2018); **carried unanimously.** 

**Upon Unanimous Roll Call Vote,** the City Council **passed Final Reading Ordinance C35695** (as substituted) adopting a Six-year Citywide Capital Improvement Program for the years 2019-2024 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

# SECOND OPEN FORUM

**Mercy Aguilar** remarked on homelessness matters and City Hall security and maintenance.

## ADJOURNMENT

City Council President

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:40 p.m.

Minutes prepared and submitted for publication in the December 19, 2018, issue of the

| Official Gazette.                   |         |  |
|-------------------------------------|---------|--|
|                                     |         |  |
| Terri Pfister                       |         |  |
| Spokane City Clerk                  |         |  |
|                                     |         |  |
| Approved by Spokane City Council on | , 2018. |  |
|                                     |         |  |
|                                     |         |  |
| Ben Stuckart                        |         |  |

# STUDY SESSION MEETING MINUTES SPOKANE CITY COUNCIL Thursday, Dec. 6, 2018

A regularly scheduled study session 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 Burke, Fagan, Kinnear, Mumm, and Stratton were present. Council Member Beggs arrived at 3:46 p.m. Council Member Mumm was absent.

The following topics were discussed:

- · Joint meeting with the Plan Commission.
- 2018 Plan Commission Work Plan Review & 2019 Work Plan Draft.
- Affordable Housing Discussion.
- Public Safety Levy.

| The  | meeting | was | open  | to | the | public  |
|------|---------|-----|-------|----|-----|---------|
| 1110 | meening | was | OPCII | w  | uic | public. |

The meeting adjourned at 4:55 p.m.

Minutes prepared and submitted for publication in the December 12, 2018, issue of the Official Gazette:

| Terri L. Pfister, MMC<br>Spokane City Clerk |         |
|---|---------|
| Approved by City Council on                 | , 2018. |
| <br>Ben Stuckart                            |         |
| City Council President                      |         |

| SPOKANE Agenda Sheet                    | for City Council Meeting of:                            | Date Rec'd    | 12/13/2018 |
|---|---|---------------|------------|
| 12/17/2018                              | Clerk's File #  | OPR 2018-0810 |            |
|   |   | Renews #      |            |
| <b>Submitting Dept</b>                  | HOUSING & HUMAN SERVICES                                | Cross Ref #   | CR 19957   |
| Contact Name/Phone CASSI BROWN 625-6053 |   | Project #     |            |
| Contact E-Mail                          | CBROWN@SPOKANECITY.ORG                                  | Bid #         |            |
| Agenda Item Type                        | Contract Item   | Requisition # |            |
| Agenda Item Name                        | 1680 - THE GUARDIANS FOUNDATION WARMING CENTER AMENDMEN |               | AMENDMENT  |

# **Agenda Wording**

The CHHS Department seeks approval of an amendment with The Guardians Foundation to operate 2018-2019 warming center sites.

# **Summary (Background)**

City Council approved Ordinance No. C35715 allocating funds to The Guardians Foundation to staff warming center sites. Warming Centers sites were to open immediately and run through March 31, 2019 to provide a safe and warm place for people experiencing homelessness during the winter months. See attached briefing paper for further detail.

| Fiscal Impact            | Grant related? | YES        | <b>Budget Account</b>    |                                |  |  |  |
|--------------------------|----------------|------------|--------------------------|--------------------------------|--|--|--|
|                          | Public Works?  | NO         |                          |                                |  |  |  |
| Expense \$ 267,057.00    |                |            | # 0300-53010-65410-      | # 0300-53010-65410-54999-99999 |  |  |  |
| Select \$                |                |            | #                        |                                |  |  |  |
| Select \$                |                |            | #                        |                                |  |  |  |
| Select \$                |                |            | #                        |                                |  |  |  |
| <b>Approvals</b>         |                |            | <b>Council Notificat</b> | ions                           |  |  |  |
| Dept Head                | KEENAN         | KELLY      | Study Session            |                                |  |  |  |
| <b>Division Director</b> | KINDER,        | DAWN       | <u>Other</u>             | 11/26/18 Council               |  |  |  |
|                          |                |            |                          | Meeting                        |  |  |  |
| <u>Finance</u>           | HUGHES         | , MICHELLE | <b>Distribution List</b> |                                |  |  |  |
| <u>Legal</u>             | ODLE, M        | ARI        | tdanzig                  |                                |  |  |  |
| For the Mayor            | ORMSBY         | , MICHAEL  | tsigler                  |                                |  |  |  |
| <b>Additional Appr</b>   | ovals          |            | kkeenan                  |                                |  |  |  |
| <u>Purchasing</u>        |                |            | cbrown                   |                                |  |  |  |
| GRANTS &                 | BROWN,         | SKYLER     | kburnett                 |                                |  |  |  |
| CONTRACT MGM             | <u>T</u>       |            |                          |                                |  |  |  |
|                          |                |            | chhsaccounting@spok      | anecity.org                    |  |  |  |
|                          |                |            |                          |                                |  |  |  |

# **Briefing Paper Spokane City Council**

| Division & Department:  | Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department   |  |  |  |  |
|---|--|--|--|--|--|
| Subject:  | 2018-2019 Warming Center Agreements  |  |  |  |  |
| Date:   | December 11, 2018  |  |  |  |  |
| Author (email & phone):   | Cassi Brown (cbrown@spokanecity.org / ext. 6053)   |  |  |  |  |
| City Council Sponsor:   |  |  |  |  |  |
| Executive Sponsor:  | Kelly Keenan   |  |  |  |  |
| Committee(s) Impacted:  | Public Safety and Community Health   |  |  |  |  |
| Type of Agenda item:  | Consent Discussion Strategic Initiative  |  |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)   | 2015-2020 Strategic Plan to End Homelessness and 2015-2020<br>Consolidated Plan for Community Development  |  |  |  |  |
| Strategic Initiative:   | Reduce Homelessness / Safe and Healthy   |  |  |  |  |
| Deadline:   | 12/17/2018   |  |  |  |  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Approval and authority to enter into agreement with The Salvation Army and The Guardians Foundation for the 2018-2019 Warming Centers.   |  |  |  |  |
| Guardians Foundation to staff   | ce No. C35715 allocating funds to The Salvation Army and The warming centers. Warming Centers were to open immediately and run vide a safe and warm place for people experiencing homelessness   |  |  |  |  |
| <ul> <li>The Guardians Foundar</li> <li>The Guardians Foundar</li> <li>center at Salem Luther</li> <li>under negotiation.</li> <li>The CHHS Department</li> </ul>                 | B, City Council approved funds for The Salvation Army (\$323,250) and tion (\$317,057).  Ition is operating the warming center on Cannon and the warming an Church. The sites for The Salvation Army to operate are currently seeks approval of the attached agreement with The Salvation Army adment with The Guardians Foundation for warming center operations. |  |  |  |  |
| Annual/Reoccurring expenditu If new, specify funding source:  | Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No   |  |  |  |  |
| Operations Impact:  Consistent with current operations/policy?  Requires change in current operations/policy?  Specify changes required: None.  Known challenges (barriers: None. |  |  |  |  |  |



# City of Spokane

# AGREEMENT AMENDMENT A

Title: WARMING CENTER PROGRAM

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **The Guardians Foundation**, **Inc.**, whose address is 115 North Stone Street, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Warming Center Program; and

WHEREAS, a change or revision of the Work has been requested, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

# 1. CONTRACT DOCUMENTS.

The original Agreement, dated December 7, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on December 17, 2018.

#### 3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **TWO HUNDRED SIXTY SEVEN THOUSAND FIFTY SEVEN AND NO/100 DOLLARS (\$267,057.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **THREE HUNDRED SEVEN-TEEN THOUSAND FIFTY SEVEN AND NO/100 DOLLARS (\$317,057.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

| Category            | Amount    |
|---------------------|-----------|
| Salaries & Benefits | \$240,908 |
| Insurance           | \$3,600   |

| Transportation | \$38,326  |
|----------------|-----------|
| Supplies       | \$4,800   |
| Training       | \$600     |
| Indirect Costs | \$28,823  |
| TOTAL          | \$317,057 |

#### 4. AMENDMENT.

THE CHARDIANS FOUNDATION INC

SECTION NO. 7.H.2 – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment A Attachment 1, and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for reimbursement of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10<sup>th</sup> of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment A Attachment 1. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8<sup>th</sup> of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the Face Sheet of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the Face Sheet of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's complete reimbursement request, except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY;
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself; and
- c. The CITY reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement Amendment by having legally-binding representatives affix their signatures below.

CITY OF SPOKANE

| <b>,</b> ———————————————————————————————————— | cirr or srok | AIL               |      |  |
|---|--------------|-------------------|------|--|
| Ву  |              | By                |      |  |
| Signature                                     | Date         | Signature         | Date |  |
| Type or Print Nam                             | ne           | Type or Print Nan | ne   |  |
| <br>Title                                     |              | Title             |      |  |

| Attest:  | Approved as to form:    |  |
|--|-------------------------|--|
| City Clerk   | Assistant City Attorney |  |
| Attachments that are part of this Agreement: Attachment 1 – REVISED Grantee Billing Form |                         |  |

# **Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports**

A reimbursement request, otherwise known as a bill, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

The voucher and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

| aujusteu in the form(s).   |
|--|
| Completing the Grantee Billing Form:   |
| Name and address of your organization requesting reimbursement.  |
| Expense Period (should bill as monthly expenses, January, February, etc.)  |
| Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City. |
| Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City).                               |
| Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.   |
| Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.  |

# **Documentation Required for Billing Forms:**

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. 100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.

**Rent/Utilities** – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

**Supplies and Materials (all Goods)** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

**Equipment** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

**Other** – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

**Admin/Indirect Costs** – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the deminimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.



# City of Spokane Grantee Billing Form

2018 - 2019 Warming Center Program

| City Clerk # | OPR 2018-0810           |
|--------------|-------------------------|
| Vendor ID#   | 048660                  |
| FMS Acct #   | 0300-53010-65410-54999- |

# City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201

# **GRANTEE** (Warrant is to be payable to:)

The Guardians Foundation 115 N Stone St Spokane, WA 99202

**GRAND TOTAL** 

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <a href="Vendor/Claimant Certificate:">Vendor/Claimant Certificate:</a> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.

**Grantee Certification** 

\$

% Expended:

% Remaining:

CHHS Approval:

317,057.00

317,057.00

317,057.00

0.00%

100.00%

| Project/Program: Warming Cen |                              | nters |                             | By:                                    |   |       |   |  |  |
|------------------------------|------------------------------|-------|-----------------------------|--|---|-------|---|--|--|
| , ,                          |                              |       |                             | (SIGN IN INK)                          |   |       |   |  |  |
| Award Number: N/A            |                              |       |                             |  |   |       |   |  |  |
| National Objective: N/A      |                              |       | (TITLE)                     | (TITLE) (DATE)                         |   |       |   |  |  |
| Eligibility Code:            | N/A                          |       |                             |  |   |       |   |  |  |
| IDIS Activity ID:            | N/A                          |       |                             | (EMAIL ADDRESS)                        | (TELEPH                                   | ONE N | UMBER)                                  |  |  |
| Grant Term: 11/26/2018 -     |                              | 03/3  | 1/2019                      | Billing date:                          |   |       |   |  |  |
| Indirect Cost Rate:          | Indirect Cost Rate: 10% MTDC |       |                             | Expense Period:                        |   |       |   |  |  |
| EXPENSE Catego               | ories:                       |       | <u>A</u><br>Grant<br>Budget | <u>B</u><br>Current Expense<br>Request | <u>C</u><br>Total<br>Previously Requested |       | <u>D</u><br>Grant<br>Balance<br>(A-B-C) |  |  |
| Salaries & Benefits          |                              | \$    | 240,908.00                  | \$ -                                   | \$ -                                      | \$    | 240,908.00                              |  |  |
| Insurance                    |                              | \$    | 3,600.00                    | \$ -                                   | \$ -                                      | \$    | 3,600.00                                |  |  |
| Transportation               |                              | \$    | 38,326.00                   | \$ -                                   | \$ -                                      | \$    | 38,326.00                               |  |  |
| Supplies                     |                              | \$    | 4,800.00                    | \$ -                                   | \$ -                                      | \$    | 4,800.00                                |  |  |
| Training                     |                              | \$    | 600.00                      | \$ -                                   | \$ -                                      | \$    | 600.00                                  |  |  |
| Indirect Costs - 10% MTDC    |                              | \$    | 28.823.00                   | \$ -                                   | \$ -                                      | \$    | 28.823.00                               |  |  |

317,057.00

Contract Amount (auto populated) \$

Contract Remaining Balance \$

Total Expended to Date (auto populated) \$

Check box if final request.

# ATTACHMENT 1 - REVISED GRANTEE BILLING FORM

| Payee Expense Report      |   |                 |  |        |                                      |           |                                   |       |        |
|---------------------------|---|-----------------|--|--------|--------------------------------------|-----------|-----------------------------------|-------|--------|
| Organization: The Guardia | ans Foundation                                | Grant #: N      | N/A  | Cit    | y Clerk #:                           | OPR 2     | 2018-081                          | 0     |        |
| Prepared By:              |   | Title:          |  |        | Date:                                |           |                                   |       |        |
| Please complete the t     | able for ALL (non-Staf                        | f) expenses for | or the reported period. Copies of rec  | eipts  | and invoi                            | ces MU    | JST be at                         | tache | d.     |
| Payee/Vendor Name         | Expense Cat<br>(Support Services<br>Expenses, | , Operating     | Expenditure Type<br>(Rent, Maintenance,<br>Furnishings, Case Management<br>etc.) | A<br>B | Direct<br>mount<br>illed to<br>Grant | An<br>Bil | lirect<br>nount<br>led to<br>rant |       | Total  |
| EXAMPLE: Avista           | Operating Ex                                  | penses          | Utilities  | \$     | 90.91                                | \$        | 9.09                              | \$    | 100.00 |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | _                                    | \$        | -                                 | \$    | -      |
|                           |   |                 |  | \$     | -                                    | \$        | -                                 | \$    | -      |
|                           | r   | Total Curren    | t Expenses Requested this Period   | \$     | -                                    | \$        | -                                 | \$    | _      |

# ATTACHMENT 1 - REVISED GRANTEE BILLING FORM

| Organization: The Guardians Foundation Prepared By: |                              | Grant #: N/A  |  |      |  |       | City Clerk #: OPR 2018-0810            |          |  |      |                        |      |                            |
|---|------------------------------|---|--|------|--|-------|--|----------|--|------|------------------------|------|----------------------------|
|   |                              | Title:  |  |      |  |       | Date:                                  |          |  |      |                        |      |                            |
| Please  | e complete the table for all | STAFF expense                                       | s for the rep                            | orte | d period. S                                  | Signe | ed timeshee                            | ts M     | IUST be att                              | ache | 1.                     |      |                            |
| Name  | Activity Funded              | Total Hours Worked (100% of time on ALL activities) | Hours<br>Worked<br>on Listed<br>Activity | an   | tal Salary<br>d Fringe<br>paid to<br>mployee | I I   | Direct<br>Amount<br>Billed to<br>Grant | 1        | Indirect<br>Amount<br>Billed to<br>Grant |      | al Billed<br>his Grant | Cont | Aatch<br>tribut<br>s Perio |
| Example: Doe, John                                  | Case Management              | 80.00   | 60.00                                    | \$   | 1,200.00                                     | \$    | 818.00                                 | \$       | 82.00                                    | \$   | 900.00                 | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   | -  | \$    | -                                      | \$<br>\$ | -  | \$   | -                      | \$   |                            |
|   | +                            |   |  | \$   | -  | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   | +                            | +   |  | \$   | <u>-</u>                                     | \$    | -                                      | \$       | -  | \$   | -                      | \$   |                            |
|   |                              |   |  | \$   |  | \$    |  | \$       |  | \$   | <u>-</u>               | \$   |                            |
|   | Total Staff Exper            |   |  | φ    | -  | \$    | -                                      | \$       |  | \$   | -                      | \$   |                            |

| SPOKANE Agenda Sheet      | Date Rec'd                                 | 12/11/2018     |               |  |  |
|---------------------------|--|----------------|---------------|--|--|
| 12/17/2018                |  | Clerk's File # | OPR 2018-0816 |  |  |
|                           |  | Renews #       |               |  |  |
| <b>Submitting Dept</b>    | HOUSING & HUMAN SERVICES                   | Cross Ref #    | CR 19955      |  |  |
| <b>Contact Name/Phone</b> | KELLY KEENAN 625-6056                      | Project #      |               |  |  |
| <b>Contact E-Mail</b>     | KKEENAN@SPOKANECITY.ORG                    | Bid #          |               |  |  |
| Agenda Item Type          | Contract Item                              | Requisition #  |               |  |  |
| Agenda Item Name          | 1680 - 2018-2019 WARMING CENTER AGREEMENTS |                |               |  |  |

# **Agenda Wording**

The CHHS Department seeks approval of agreement with The Salvation Army to operate the 2018-2019 warming center.

# **Summary (Background)**

City Council approved Ordinance No. C35715 allocating funds to The Salvation Army to staff warming center. Warming Center was to open immediately and run through March 31, 2019 to provide a safe and warm place for people experiencing homelessness during the winter months. See attached briefing paper for further detail.

| Fiscal Impact                  | Grant related? | YES        | <b>Budget Accou</b>     | <u>ınt</u>              |  |  |  |  |  |
|--------------------------------|----------------|------------|-------------------------|-------------------------|--|--|--|--|--|
|                                | Public Works?  | NO         |                         |                         |  |  |  |  |  |
| Expense \$ 323,                | 250            |            | # 0300-53010-654        | 10-54999-99999          |  |  |  |  |  |
| Select \$                      |                |            | #                       |                         |  |  |  |  |  |
| Select \$                      |                |            | #                       |                         |  |  |  |  |  |
| Select \$                      |                |            | #                       |                         |  |  |  |  |  |
| <u>Approvals</u>               |                |            | Council Notific         | cations                 |  |  |  |  |  |
| Dept Head                      | KEENAN         | , KELLY    | Study Session           |                         |  |  |  |  |  |
| Division Director KINDER, DAWN |                | DAWN       | <u>Other</u>            | 11/26/2018 Meeting      |  |  |  |  |  |
| <u>Finance</u>                 | HUGHES         | , MICHELLE | <b>Distribution Li</b>  | <u>st</u>               |  |  |  |  |  |
| Legal ODLE, MARI               |                |            | tdanzig@spokaned        | tdanzig@spokanecity.org |  |  |  |  |  |
| For the Mayor                  | ORMSBY         | , MICHAEL  | tsigler@spokanecity.org |                         |  |  |  |  |  |
| <b>Additional App</b>          | rovals         |            | kkeenan@spokano         | ity.org                 |  |  |  |  |  |
| Purchasing                     |                |            | cbrown@spokanecity.org  |                         |  |  |  |  |  |
| GRANTS & CONTRACT MGM          | BROWN,         | SKYLER     | kburnett@spokane        | ecity.org               |  |  |  |  |  |
|                                |                |            | chhsaccounting@s        | pokanecity.org          |  |  |  |  |  |
|                                |                |            |                         |                         |  |  |  |  |  |

# **Briefing Paper Spokane City Council**

| Division & Department:   |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Subject:   | and Human Services (CHHS) Department 2018-2019 Warming Center Agreements   |  |  |  |  |  |
| Date:  | December 11, 2018  |  |  |  |  |  |
| Author (email & phone):  | Cassi Brown (cbrown@spokanecity.org / ext. 6053)   |  |  |  |  |  |
| City Council Sponsor:  |  |  |  |  |  |  |
| Executive Sponsor:   | Kelly Keenan   |  |  |  |  |  |
| Committee(s) Impacted:   | Public Safety and Community Health   |  |  |  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative  |  |  |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  | 2015-2020 Strategic Plan to End Homelessness and 2015-2020<br>Consolidated Plan for Community Development  |  |  |  |  |  |
| Strategic Initiative:  | Reduce Homelessness / Safe and Healthy   |  |  |  |  |  |
| Deadline:  | 12/17/2018   |  |  |  |  |  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)  | Approval and authority to enter into agreement with The Salvation Army and The Guardians Foundation for the 2018-2019 Warming Centers.   |  |  |  |  |  |
| City Council approved Ordinance No. C35715 allocating funds to The Salvation Army and The Guardians Foundation to staff warming centers. Warming Centers were to open immediately and run through March 31, 2019 to provide a safe and warm place for people experiencing homelessness during the winter months. |  |  |  |  |  |  |
| <ul> <li>The Guardians Foundar</li> <li>The Guardians Foundar</li> <li>center at Salem Luther</li> <li>under negotiation.</li> <li>The CHHS Department</li> </ul>  | 3, City Council approved funds for The Salvation Army (\$323,250) and tion (\$317,057). tion is operating the warming center on Cannon and the warming an Church. The sites for The Salvation Army to operate are currently seeks approval of the attached agreement with The Salvation Army adment with The Guardians Foundation for warming center operations. |  |  |  |  |  |
| Budget Impact: Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)   |  |  |  |  |  |  |
| Operations Impact:  Consistent with current operations/policy?  Requires change in current operations/policy?  Specify changes required: None.  Known challenges (harriers: None.  |  |  |  |  |  |  |

# AGREEMENT BETWEEN

# CITY OF SPOKANE AND THE SALVATION ARMY IN CONJUNCTION WITH THE 2018 – 2019 WARMING CENTER PROGRAM

| The Salvation Army  |             |              |                                  | 3. Tax ID#<br>94-1156347<br>4. DUNS#   |             |             |             |              |  |  |
|---|-------------|--------------|----------------------------------|--|-------------|-------------|-------------|--------------|--|--|
|   |             |              |                                  |  | 0746294     |             |             |              |  |  |
| 5. Grantee's Program Represen   |             |              | 6. City's Program Representative |  |             |             |             |              |  |  |
| Gary Redden, Director of Social S<br>222 E. Indiana Ave   | ervices     |              |                                  | Tija Danzig, Homeless Programs Manager<br>808 W. Spokane Falls Blvd, 6 <sup>th</sup> Floor |             |             |             |              |  |  |
| Spokane, WA 99207   |             |              |                                  | Spokane, WA 99201  |             |             |             |              |  |  |
| (509) 323-5355  |             |              |                                  | (509) 625-6052   |             |             |             |              |  |  |
| gary.redden@usw.salvationarmy.org   |             |              |                                  | tdanzig@spokanecity.org  |             |             |             |              |  |  |
| 7. Grantee's Financial Represen   | tative      |              |                                  | 8. City's Cont   | tract Repr  | resentative | 2           |              |  |  |
| Kristine Ruggles, Director of Ope   |             |              |                                  | Tija Danzig, H   |             |             |             |              |  |  |
| 222 E. Indiana Ave  |             |              |                                  | 808 W. Spoka   | ane Falls E | Blvd, 6th F | loor        |              |  |  |
| Spokane, WA 99207   |             |              |                                  | Spokane, WA  |             |             |             |              |  |  |
| (509) 326-2726  |             |              |                                  | (509) 625-605  |             |             |             |              |  |  |
| kristine.ruggles@usw.salvationarr   | ny.org      |              |                                  | tdanzig@spok   | canecity.or | <u>rg</u>   |             |              |  |  |
| 9. Grantor Award #  |             | 10. Start Da | ıte                              | 11. End Date   |             |             |             |              |  |  |
| N/A   |             | 11/26/2018   |                                  | 03/31/2019   |             |             |             |              |  |  |
| 12. Federal Funds   | CFDA        |              | ral Agency                       |  |             |             |             |              |  |  |
| N/A   | N/A         | N/A          |                                  |  |             |             |             |              |  |  |
| 13. Total Federal Award   | 14. Federal | Award Da     | ite                              | 15. Research   | & Develo    | opment?     | 16. Indired | et Cost Rate |  |  |
| N/A   | N/A         |              |                                  | No   |             |             | 10%         |              |  |  |
| 17. Grantee Selection Process:  |             |              |                                  | 18. Grantee T  | Type: (ch   | eck all th  | at apply)   |              |  |  |
| (check all that apply or quali  | fy)         |              |                                  | ( ) Private Organization/Individual  |             |             |             |              |  |  |
| Sole Source   |             |              |                                  | [ ] Public Organization/Jurisdiction   |             |             |             |              |  |  |
| A/E Services  |             |              |                                  | ( ) CONTRACTOR   |             |             |             |              |  |  |
| Competitive Bidding/RFI   |             |              |                                  | (x) SUBRECIPIENT   |             |             |             |              |  |  |
| (X) Pre-approved by Funde   | r           |              |                                  | (X) Non-Profit ( ) For-Profit  |             |             |             |              |  |  |
| 19. Grant Purpose: This grant is designed to support an integrated network of shelter solutions that can immediately address the need of a household or individual experiencing homelessness. Funded projects will support Spokane's Strategic Plan to End Homelessness through innovative practices that limit barriers to entry and focus on providing life-saving interventions.   |             |              |                                  |  |             |             |             |              |  |  |
| 20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Attachment "A" - Debarment Certification, and (3) Attachment "B" – Grantee Billing Form. |             |              |                                  |  |             |             |             |              |  |  |

(FACE SHEET)

## TERMS AND CONDITIONS

# **SECTION NO. 1: PERFORMANCE**

The GRANTEE will be responsible for administering a Warming Center ("Program") in a manner satisfactory to the CITY, in coordination with the CITY and other services providers. The GRANTEE shall provide overnight Warming Center services for households without minor children that are experiencing homelessness. The Warming Center model shall include the following minimum levels of services and activities:

- 1) Overnight shelter capacity for SIXTY (60) individuals, generally available seven (7) nights a week, at TWO (2) locations.
- 2) All services provided shall be low-barrier and inclusive.
- 3) The GRANTEE shall utilize the warming center network transportation services in the event that capacity has been reached and the center is deemed full.
- 4) The GRANTEE shall participate in the Homeless Management Information System (HMIS) as specified in section 7.H.3 of this agreement.

# A. PERFORMANCE MONITORING

The CITY will conduct reviews of the services being provided as determined necessary and will monitor the performance of the GRANTEE against established performance measures, spend down of grant funds, and all other terms and conditions of this Agreement Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not timely undertaken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

It is the intent of the CITY to continue funding for this Program based upon performance and funding availability, but continuation of the Program is solely based upon the discretion of the CITY and entirely contingent upon receipt of local grant funds specifically allowed for this Program.

# **SECTION NO. 2:** TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date printed on the FACE SHEET and shall terminate on the date printed on the FACE SHEET, unless terminated.

# **SECTION NO. 3:** BUDGET

| <u>Category</u>            | <u>Amount</u> |
|----------------------------|---------------|
| Salaries & Benefits        | \$269,011     |
| Supplies                   | \$9,100       |
| Equipment                  | \$3,300       |
| Mileage                    | \$103         |
| Food (Client Snacks/Meals) | \$12,350      |
| Indirect Costs (10%)       | \$29,386      |
| TOTAL                      | \$323,250     |

# **SECTION NO. 4:** PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary, or incidental to the performance of services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions outlined in the BUDGET chart located in Section No. 3 of this Agreement (above), as well as in accordance with the Program performance requirements.

# **SECTION NO. 5:** NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice between the CITY and GRANTEE.
- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

# **SECTION NO. 6:** SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory CITY training and information meetings.

# **SECTION NO. 7:** GENERAL CONDITIONS

# A. <u>DOCUMENTATION AND RECORD KEEPING</u>

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the activities to be funded under this Agreement. Such records shall include and show compliance with the following, but not be limited to:

- a. Records documenting homeless status, or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document compliance.

# 2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

# 3) Client Data

The GRANTEE shall maintain client data for Program services provided. Such data shall include the Universal Data Elements (as provided in the HUD 2017 Homeless Management Information System Data Standards), which include: client name, social security number, date of birth, race, ethnicity, gender, veteran status, disabling condition, project start date, project exit date, destination, relationship to head of household, client location, housing move-in date, and living situation. Such information shall be made available to CITY monitors or their designees for review upon request.

# 4) Disclosure

- a. "Confidential Information" as used in this section includes:
  - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
  - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
  - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal

information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- The GRANTEE shall comply with all state and Federal laws related to the b. use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party, except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement, whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

# B. "INDEPENDENT CONTRACTOR"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the PARTIES. The GRANTEE shall at all times remain an "independent contractor" with respect to the services performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor, and thus GRANTEE is solely responsible.

# C. <u>HOLD HARMLESS</u>

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

# D. WORKERS' COMPENSATION

The GRANTEE shall provide statutorily sufficient Workers' Compensation Insurance coverage for all subject employees involved in the performance of this Agreement.

# E. INSURANCE AND BONDING

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds, but only with respect to the GRANTEE's services to be provided under this Agreement; and
- 2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

# F. AMENDMENTS/MODIFICATION

The CITY or GRANTEE may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed with the same formality as this Agreement, in writing and signed by a duly authorized representative of each PARTY. Such amendments shall not invalidate this Agreement, nor relieve, or release the PARTIES from obligations under this Agreement. All amendments to this Agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative (as designated on the Face Sheet of this Agreement). If approved, the CITY will notify the GRANTEE in writing. Budgeted amounts shall not be shifted between categories or Programs without written approval by the CITY, and any costs for completing the Program/activities over and above the amount awarded by the CITY shall be the sole financial responsibility of the GRANTEE.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or

schedule of the Program/activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

## G. SUSPENSION OR TERMINATION

The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; and
- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement; and
- c. Ineffective or improper use of funds provided under this Agreement; and/or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

## H. REPORTING AND PAYMENT PROCEDURES

## 1) Indirect Costs

If indirect costs are charged using a methodology other than 10% Modified Total Direct Costs (MTDC), the GRANTEE shall submit an indirect cost allocation plan including a cost policy statement, to the CITY's Contract Representative for approval <u>prior</u> to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually.

## 2) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment A, and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for reimbursement of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10<sup>th</sup> of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment A. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8<sup>th</sup> of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under

this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the Face Sheet of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the Face Sheet of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's complete reimbursement request, except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY;
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself; and
- c. The CITY reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

## 3) Homeless Management Information System ("HMIS")

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, and any subsequent agreements, entered into before, or during, the term of this Agreement.

The GRANTEE shall enter data into the CITY Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, no less frequently than monthly on or before the 5<sup>th</sup> day of each month. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane HMIS, HMIS@spokanecity.org, on or before the 5<sup>th</sup> of the month. The email

must contain the names of the projects for which data has been entered and must include a statement for each project verifying that the data is both complete and accurate. All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

GRANTEE shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty eight (48) hours of an occupancy change. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY.

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS.

CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to <a href="www.spokanehmis.org">www.spokanehmis.org</a>. Communications regarding updates to the website will be distributed via e-mail to current HMIS users or those that opt-in to the HMIS listserv (those wishing to opt-in to the HMIS listserv should submit a request to <a href="https://example.com/HMIS@spokanecity.org">HMIS@spokanecity.org</a>).

## 4) Final Report

GRANTEE shall submit a final report to the CITY, in conjunction with the final reimbursement request packet, containing the following information:

- a. A narrative description of significant programmatic developments, challenges, and achievements occurring during the reporting quarter.
- b. The number of persons turned away due to Warming Center capacity during the reporting quarter, split out by gender and age range.
- c. The number of volunteer hours logged at the Program facility during the reporting quarter.

## 5) Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, and the System Performance Measures Report as specified by the CITY.

## I. <u>CONTRACT MANAGEMENT STAN</u>DARDS

The GRANTEE shall maintain accurate records to account for its expenditures and program performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The CITY designee may inspect and audit all records and other materials and the GRANTEE shall make such available upon request.

## J. INTERNAL AUDITING CONTROL

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to <a href="mailto:chhsreports@spokanecity.org">chhsreports@spokanecity.org</a>, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the Face Sheet of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to <a href="mailto:chhsreports@spokanecity.org">chhsreports@spokanecity.org</a>. within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to <a href="mailto:chhsreports@spokanecity.org">chhsreports@spokanecity.org</a>.

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

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

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

## L. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

## M. ASSIGNMENTS

This Agreement is binding on the parties and their heirs, successors, and assigns. The GRANTEE may not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for the City of Spokane.

## N. NON-WAIVER

No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right currently or in the future.

## **SECTION NO. 8: SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless remain in full force and effect.

## **SECTION NO. 9: SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## **SECTION NO. 10: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to the subject matter of this Agreement.

## SECTION NO. 11: BUSINESS REGISTRATION REQUIREMENT

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

## **SECTION NO. 12: ANTI-KICKBACK**

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

## **SECTION NO. 13: CONSTRUAL**

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either party, and is intended to benefit only the Parties to this Agreement, there are no third-party beneficiaries.

| CITY OF SPOKANE | GRANTEE                 |
|-----------------|-------------------------|
| Ву:             | By:                     |
| Title:          | Title:                  |
| Date:           | Date:                   |
| Attest:         | Approved as to form:    |
| City Clerk      | Assistant City Attorney |

#### ATTACHMENT A - DEBARMENT CERTIFICATION

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

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.\
- 4. The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 6. I understand that a false statement of this certification may be grounds for termination of the Agreement.

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

#### ATTACHMENT B - GRANTEE BILLING FORM

## Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

The voucher and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

| aujusteu in the form(s).   |
|--|
| Completing the Grantee Billing Form:   |
| Name and address of your organization requesting reimbursement.  |
| Expense Period (should bill as monthly expenses, January, February, etc.)  |
| Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City. |
| Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City).                               |
| Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.   |
| Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.  |

## **Documentation Required for Billing Forms:**

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. 100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.

**Rent/Utilities** – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

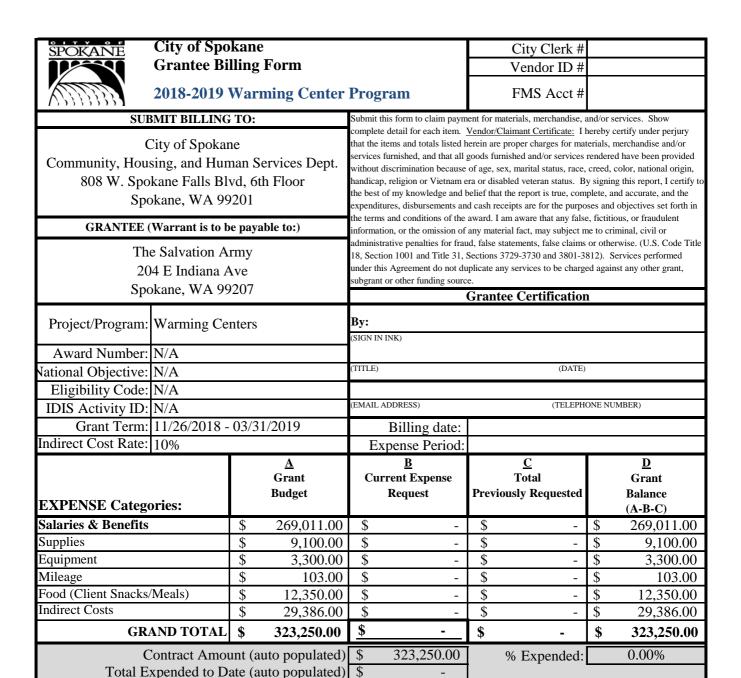
**Supplies and Materials (all Goods)** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

**Equipment** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

**Other** – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

**Admin/Indirect Costs** – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the deminimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.



323,250.00

100.00%

% Remaining:

CHHS Approval:

Contract Remaining Balance \$

Check box if final request.

## ATTACHMENT B - GRANTEE BILLING FORM

| Payee Expense Report       |   |  |                |          |                                      |            |                                  |       |        |
|----------------------------|---|--|----------------|----------|--------------------------------------|------------|----------------------------------|-------|--------|
| Organization: The Salvatio | n Army Gra  | nt #: N/A  |                | City     | y Clerk #:                           |            |                                  |       |        |
| Prepared By:               |   | itle:  |                |          | Date:                                |            |                                  |       |        |
| Please complete the ta     | able for ALL (non-Staff) expe                                   | ses for the reported period.                           | Copies of reco | eipts    | and invoi                            | ces MU     | JST be at                        | tache | d.     |
| Payee/Vendor Name          | Expense Category<br>(Support Services, Opera<br>Expenses, etc.) | ting Expenditure (Rent, Main Furnishings, Case I etc.) | tenance,       | Aı<br>Bi | Direct<br>mount<br>illed to<br>Grant | Am<br>Bill | lirect<br>lount<br>ed to<br>rant |       | Total  |
| EXAMPLE: Avista            | Operating Expenses  | Utilities  | 3              | \$       | 90.91                                | \$         | 9.09                             | \$    | 100.00 |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    |        |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            |   |  |                | \$       | -                                    | \$         | -                                | \$    | -      |
|                            | Total C   | urrent Expenses Requeste                               | d this Period  | \$       | -                                    | \$         | -                                | \$    | -      |

## ATTACHMENT B - GRANTEE BILLING FORM

| Staff Expense Report   |                                |   |                 |           |  |        |  |        |  |      |                         |      |                             |
|------------------------|--------------------------------|---|-----------------|-----------|--|--------|--|--------|--|------|-------------------------|------|-----------------------------|
| Organization: The Salv | ation Army                     | Grant #:  | N/A             |           |  | C      | ity Clerk #:                           | Π      |  |      |                         |      |                             |
| Prepared By:           | <b>,</b>                       | Title:  |                 |           |  |        | Date:                                  |        |  |      |                         |      |                             |
|                        | e complete the table for all S | STAFF expenses                                      | s for the rep   | orte      | d period. S                                  | Signo  | ed timeshee                            | ts M   | IUST be att                              | ache | d.                      |      |                             |
| Name                   | Activity Funded                | Total Hours Worked (100% of time on ALL activities) | Hours<br>Worked | Tot<br>an | tal Salary<br>d Fringe<br>paid to<br>mployee | ,<br>] | Direct<br>Amount<br>Billed to<br>Grant | ]<br>A | Indirect<br>Amount<br>Billed to<br>Grant | То   | tal Billed<br>his Grant | Cont | Iatch<br>ribution<br>Period |
| Example: Doe, John     | Case Management                | 80.00   | 60.00           | \$        | 1,200.00                                     | \$     | 818.00                                 | \$     | 82.00                                    | \$   | 900.00                  | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | =                       | \$   | =                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                | ļ   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                | ļ   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        |                                |   |                 | \$        | -  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |
|                        | Total Staff Expens             | ses Requested t                                     | his Period      |           |  | \$     | -                                      | \$     | -  | \$   | -                       | \$   | -                           |

| SPOKANE Agenda Sheet      | Date Rec'd                                       | 12/14/2018     |               |  |  |
|---------------------------|--|----------------|---------------|--|--|
| 12/17/2018                |  | Clerk's File # | OPR 2018-0819 |  |  |
|                           |  | Renews #       |               |  |  |
| Submitting Dept           | SOLID WASTE DISPOSAL                             | Cross Ref #    |               |  |  |
| <b>Contact Name/Phone</b> | DAVID PAINE 625-6878                             | Project #      |               |  |  |
| Contact E-Mail            | DPAINE@SPOKANECITY.ORG                           | Bid #          |               |  |  |
| Agenda Item Type          | Contract Item                                    | Requisition #  | REVENUE       |  |  |
| Agenda Item Name          | 4490-CONTRACT FOR SECURE INCINERATION AT THE WTE |                |               |  |  |

## **Agenda Wording**

Contract with Iron Mountain Shredding, Inc., of Boston, MA, to provide secured destruction services at the Waste to Energy.

## **Summary (Background)**

Waste to Energy has provided secured destruction services to many industries in the past for special/non-typical wastes. It was agreed that Waste to Energy personnel will unload Iron Mountain trucks using a forklift and then the facility's cranes will be used to lift and drop the pallets directly into the furnace feed hoppers. A Certificate of Destruction will then be provided noting the date, time and serial number of the trailer from which the material was incinerated.

| Fiscal Impact                 | Grant related? | NO                              | <b>Budget Account</b>       |           |  |  |
|-------------------------------|----------------|---------------------------------|-----------------------------|-----------|--|--|
|                               | Public Works?  | NO                              |                             |           |  |  |
| Revenue \$ \$78,000.00        |                | <b>#</b> 4490-44110-37052-37372 |                             |           |  |  |
| Select \$                     |                |                                 | #                           |           |  |  |
| Select \$                     |                |                                 | #                           |           |  |  |
| Select \$                     |                |                                 | #                           |           |  |  |
| <b>Approvals</b>              |                |                                 | <b>Council Notification</b> | <u>s</u>  |  |  |
| Dept Head                     | CONKLIN        | I, CHUCK                        | Study Session               | F&A 12/17 |  |  |
| <b>Division Director</b>      | CONKLIN        | I, CHUCK                        | <u>Other</u>                |           |  |  |
| Finance ALBIN-MOORE, ANGELA   |                | Distribution List               |                             |           |  |  |
| Legal ODLE, MARI              |                | mdorgan@spokanecity.org         |                             |           |  |  |
| For the Mayor ORMSBY, MICHAEL |                | jsalstrom@spokanecity.org       |                             |           |  |  |
| <b>Additional App</b>         | rovals         |                                 | dpaine@spokanecity.org      |           |  |  |
| Purchasing FLEIGER, NATHAN    |                | eschoedel@spokanecity.org       |                             |           |  |  |
|                               |                |                                 | cconklin@spokanecity.org    |           |  |  |
|                               |                |                                 |                             |           |  |  |
|                               |                |                                 |                             |           |  |  |



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

## **Agenda Wording**

Disposal services for this will be charged at \$200.00 per ton with a \$100.00 minimum and the forklift and operator will be charged at \$100.00 per hour with a \$50.00 minimum. These rates will be adjusted annually on January 1st of each year based on Consumers Price Index (CPI) increases.

## **Summary (Background)**

Iron Mountain expects to bring approximately 390 tons each year for an approximate revenue to the City of Spokane Solid Waste Disposal Department of approximately \$78,000.00.

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

# Briefing Paper Sustainable Resources

| Sustamable Nesources   |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Division & Department:   | Public Works Division; Solid Waste Disposal  |  |  |  |  |  |
| Subject:   | Secure Incineration Agreement with Iron Mountain Secure Shredding, Inc.                    |  |  |  |  |  |
| Date:  | December 17, 2018  |  |  |  |  |  |
| Contact (email & phone):   | David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878 |  |  |  |  |  |
| City Council Sponsor:  | Ben Stuckart   |  |  |  |  |  |
| Executive Sponsor:   |  |  |  |  |  |  |
| Committee(s) Impacted:   | Sustainable Resources/Public Infrastructure, Environment and Sustainability Committee      |  |  |  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative  |  |  |  |  |  |
| Alignment: (link agenda item<br>to guiding document – i.e.,<br>Master Plan, Budget , Comp<br>Plan, Policy, Charter, Strategic<br>Plan)   |  |  |  |  |  |  |
| Strategic Initiative:  |  |  |  |  |  |  |
| Deadline:  |  |  |  |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)  Council approval for the WTE to provide secured destruction services for Iron Mountain Secure Shredding, Inc.  |  |  |  |  |  |  |
| Background/History:  Waste to Energy has provided secured destruction services to many industries in the past for special/non-typical wastes. Iron Mountain Shredding, Inc. is requesting these services for secured destruction of the various materials they collect from their customers.  It was agreed that Waste to Energy personnel will unload the Iron Mountain trucks using a forklift and then the facility's cranes will be used to lift and drop the pallets directly into the furnace feed hoppers. They will then provide a Certificate of Destruction noting the date, time and serial number of the trailer from which the material was incinerated. Disposal services for this will be charged at \$200.00 per ton with a \$100.00 minimum and the forklift and operator will be charged at \$100.00 per hour with a \$50.00 minimum. These rates will be adjusted annually on January 1st of each year based on Consumers Price Index (CPI) increases.  Iron Mountain expects to bring approximately 390 tons each year for an approximate revenue to the City of Spokane Solid Waste Disposal Department of approximately \$78,000.00. |  |  |  |  |  |  |
| <ul> <li>Executive Summary:         <ul> <li>Contract to provide secured destruction services to Iron Mountain Secure Shredding, Inc.</li> <li>WTE Personnel will provide unloading, incineration and a Certificate of Destruction for all materials brought in to the Facility by Iron Mountain.</li> <li>Disposal services will be billed at \$200.00/ton with a \$100.00 minimum.</li> <li>Forklift and operator usage will be billed at \$100.00/hour with a \$50.00 minimum charge.</li> <li>Anticipated revenue to Solid Waste disposal of \$78,000.00 annually.</li> </ul> </li> </ul>  |  |  |  |  |  |  |
| Budget Impact:   |  |  |  |  |  |  |

Approved in current year budget? ☐ Yes ☐ No ☒ N/A

| Annual/Reoccurring expenditure? Yes No N/A                           |                  |  |  |  |
|--|------------------|--|--|--|
| If new, specify funding source:                                      |                  |  |  |  |
| Other budget impacts: (revenue generating, match requirements, etc.) |                  |  |  |  |
| Operations Impact:   |                  |  |  |  |
| Consistent with current operations/policy?                           | Yes □ No □ N/A   |  |  |  |
| Requires change in current operations/policy?                        | ☐ Yes ☐ No ☐ N/A |  |  |  |
| Specify changes required:  |                  |  |  |  |
| Known challenges/barriers:   |                  |  |  |  |



 ${\bf Iron\,Mountain\,Secure\,Shredding,\,Inc.}$ 

## SECURE INCINERATION SUBCONTRACTOR AGREEMENT



**Iron Mountain Corporate Name** Vendor's Name and and Address: Address: Iron Mountain Secure Shredding, Inc. **One Federal Street** 2900 S Geiger Blvd Spokane, WA 99224 Boston, MA 02110

**Iron Mountain Contact Person & Contact Details:** Name: Linell Shepheard Telephone: +1 (248) 912-7685

Fax:

E-mail: Linell.Shepheard@ironmountain.com

Date of Order: 11/29/2018 Purchase Order No. or Other N/A

Identifying No.: N/A

CAPEX Project No. (if any): N/A

City of Spokane Solid Waste Disposal

**Vendor Contact Person & Contact Details:** Name: David Paine Telephone: 509 625 6878

Fax: 509 625 6537

E-mail: dpaine@spokanecity.org

Iron Mountain hereby agrees to purchase from Vendor the following-described secure Incineration services ("Services") upon Iron Mountain's General Terms and Conditions, a copy of which is attached hereto. The following additional terms checked below are also applicable to this Agreement:

[ X] Schedule 1: Statement of Work

[ X] Addendum 1: Data Privacy Addendum

[X] Addendum 2: HIPAA Business Associate Agreement

If you require additional copies of Iron Mountain's General Terms and Conditions, please contact the Iron Mountain Contact Person whose name appears above.

| IRON MOUNTAIN SECURE<br>SHREDDING, INC. | Vendor: City of Spokane Solid Waste Disp |
|---|--|
| By: B                                   | By:                                      |
| Name:                                   | Name:                                    |
| Title:                                  | Title:                                   |
| Date:                                   | Date:                                    |

Approved as to Form and Legal Content: Iron Mountain Legal Department

Brian R. Riley, Contracts Specialist Date: December 4, 2018

Vendor: City of Spokane Solid Waste Disposal



#### GENERAL TERMS AND CONDITIONS

- 1. **Definitions**. The following terms shall have the respective meanings assigned below when used as capitalized terms in this Agreement.
- a. **Affiliate** means any domestic corporation, the stock ownership of which is fifty-one percent (51%) or more owned by Iron Mountain Information Management, LLC or one of its subsidiaries.
- b. **Agreement** means this Agreement between Vendor and Iron Mountain pursuant to which Vendor provides secure Incineration and destruction services (*Services*) to Iron Mountain or to Customers of Iron Mountain identified in <u>Schedule 1</u>, and includes these General Terms and Conditions and any additional Addenda and/or Amendments and Statements of Work or Purchase Orders which together collectively represent the Agreement between the parties.
- c. **Customer** means Iron Mountain's customers and the affiliates of any such customers.
- d. **Services** mean those secure Incineration and destruction services being rendered by Vendor under this Agreement and as further described in Schedule 1.
- 2. Acceptance. The agreement by Vendor to furnish Incineration Services ("Services") hereby ordered, or its furnishing such services, in whole or in part, shall constitute acceptance by Vendor of these terms and conditions. Iron Mountain shall not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Vendor inconsistent with or in addition to the terms and conditions set forth herein shall be void and of no effect unless specifically agreed to by Iron Mountain in writing. Modifications, or additions, hereto in order to be effective must be made in writing and be signed by each party. These terms and conditions, together with any Addenda and Schedules attached which are applicable to the Services, any modifications accepted in writing by Iron Mountain and data relating to price and delivery constitute the entire agreement between the parties (sometimes collectively referred to as the "Agreement").
- 3. **General.** Vendor shall provide the Services in accordance with specifications, delivery dates and prices set forth in this Agreement. Iron Mountain shall pay Vendor the fees and charges specified in accordance with the terms stated in this Agreement.
- 4. **Taxes and Other Charges.** All applicable sales taxes and other charges such as duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Vendor's invoice, and Iron Mountain agrees to reimburse Vendor for all such applicable taxes or other charges occasioned by the delivery of Services by Vendor.
- 5. **Term.** This Agreement, together with its Schedules, Addenda and any Amendments, shall be for an indefinite term, but may be terminated by either Party upon sixty (60) days written notice to the other Party.
- 6. Restriction on Relationship with Customers. Intentionally Omitted.
  - 7. Warranty.
  - a. Services. Vendor warrants that it has reviewed the specifications and requirements of the Services and it has the expertise and resources necessary to undertake and complete the Services in accordance therewith in the applicable timeframe, if any, specified in a Schedule. Vendor warrants that (a) the Services will be performed in a diligent and workmanlike manner, in accordance with Vendor's customary business practices, which will at all times be equal to or better than standard industry practices, by individuals of suitable training and skill; and (b) in providing the Services, Vendor and Vendor Personnel will comply with all Laws and obtain all permits and licenses that pertain to the provision of the Services.
  - b. Service Levels. Vendor warrants that its performance under this Agreement will meet or exceed the Service Levels as set forth in an applicable Schedule to this Agreement. Vendor shall re-perform the Services at no cost to Iron Mountain in the event it fails to provide the Services as warranted.
  - c. Vendor has all licenses and permits (and its drivers have appropriate licenses) required under applicable laws to perform the Services under this Agreement; and
  - d. Vendor has adequate equipment, facilities and experience to perform the Services under the Agreement.

- 8. **Invoicing; Payment**. Vendor's invoices shall be in duplicate and shall be submitted to the address specified by Iron Mountain in the Purchase Order. Unless otherwise specified in a Purchase Order, the Statement of Work or the Agreement, Iron Mountain agrees to pay invoices within thirty (30) days of the date of receipt of an invoice from Vendor (but in no event prior to acceptance), provided that such invoice contains an adequate description of the Services and provided further that any taxes or other charges are set forth on a separate line item in a manner that provides reasonable detail to Iron Mountain.
- 9. Intentionally Omitted.
- 10. **Changes.** Iron Mountain, from time to time, may authorize changes in the Services; provided, however, that Vendor shall not proceed with any change involving an increase or decrease in cost without prior written authorization from Iron Mountain. Iron Mountain shall confirm all changes in the Services by giving Vendor a written confirmation of the change. Vendor shall, within five (5) business days of any requested change, furnish to Iron Mountain a statement setting forth in detail Vendor's estimate of the adjustments to the price attributable to the changes, together with Vendor's estimate of adjustments in the schedule, if any, for the Services resulting from such changes.
- 11. **Indemnification.** Vendor hereby agrees to indemnify and hold Iron Mountain, its affiliates, officers, agents, employees harmless against any and all claims, actions and damages, liabilities or expenses including reasonable attorneys' fees, court and other legal costs for injury to or death to any person (including claims by any employee or subcontractor of Vendor or by a third person), and for loss of or damage to any and all property (each a "Claim") arising out of (i) any breach by Vendor of this Agreement, or (ii) the negligent or willful acts or omissions of the Vendor in performing under the Contract Documents Agreement.
- 12. Insurance. Vendor is self-insured and carries an excess policy in accordance with Washington law.

#### 13. Compliance with Laws; Gratuities; Federal Acquisition Regulations.

- a. Vendor warrants that the Services shall be provided in compliance with all relevant Federal, state and local laws and regulations. The Services will be provided in an environment which complies with the Occupational Safety and Health Act of 1970, as amended from time to time ("OSHA"). Vendor shall comply with all federal, state and local laws, regulations and orders (including federal Executive Order 11246, dated September 24, 1965) relating to the employment of labor and non-discrimination against persons based upon race, color, religion, sex, age, disabilities or national origin, as well as other protected groups, as provided under federal and Washington law.
- 14. Confidential Information. Vendor agrees to the extent allowed under Washington State law and Chapter 42.56 RCW to treat all Confidential Information as confidential information of Iron Mountain, both during and after the term of this Agreement. "Confidential Information" means all information and material to which Vendor has access in connection with Services provided hereunder including, but not limited to: (a) all software, documentation, financial, marketing and customer data and other business information, (b) all information held by Iron Mountain for its customers and (c) any other material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be confidential. Vendor agrees to use the Confidential Information received under this Agreement solely for the purposes of providing Services under this Agreement. Vendor will not duplicate any Confidential Information unless and to the extent that such duplication is necessary to provide the Service under this Agreement. To the extent allowed under Washington State law and Chapter 42.56 RCW, Vendor will not disclose or make Confidential Information available to any third party, except as specifically authorized by Iron Mountain in writing. All Confidential Information furnished to Vendor shall remain solely the property of Iron Mountain. Vendor further agrees that all Confidential Information and any other information received from Iron Mountain, including all copies in any form, shall be returned to Iron Mountain upon completion or termination of the applicable order or Statement of Work or of this Agreement.

#### 15. Termination.

a. If Vendor shall: (i) fail or refuse to render the Services, or any part thereof, as agreed, (ii) perform Services which are not as warranted, (iii) file for bankruptcy protection or be adjudicated a bankrupt,

- (iv) hold any meeting with or make or propose to enter into any arrangement or composition with its creditors, (v) have a supervisor, receiver, administrator, administrative receiver or other encumbrancer take possession of or appointed over the whole or any substantial part of its assets, (vi) cease or threaten to cease to carry on its business or become unable to pay its debts, or (vii) have presented to it a petition for its winding up or dissolution, then, in any of such events, Iron Mountain may terminate this Agreement if such failure or condition is not cured within ten (10) days after written notice by Iron Mountain to Vendor. Upon such termination, Vendor shall be liable to Iron Mountain for the difference in price between Services as to which Vendor was in default, and the price of equivalent substitute services.
- b. If Iron Mountain shall fail to make payment in accordance with the terms hereof, Vendor may suspend performance hereunder.
- c. Unless otherwise agreed to in a writing signed by both the Vendor and Iron Mountain, Vendor's obligation to perform hereunder shall cease, at Vendor's election, if Vendor is not permitted to complete performance within twelve (12) months from the date an order is placed hereunder.
- d. Either party may terminate this Agreement without cause by providing sixty (60) days advance notice to the other party.

## 16. Audit Rights and Requirements

- Vendor Internal Audits. Vendor is a governmental entity and subject to Washington State Auditor a. office's rules and regulations. To the extent there is no conflict, Vendor shall conduct its own independent internal or external reviews and audits consistent with the audit practices of governmental entities and in accordance with best industry practices. The scope of these reviews and audits shall include, but not be limited to, a review of Vendor's: (a) risk management and internal control environment as it relates to the Services, as well as Vendor's information security program and physical security program, disaster recovery, and business continuity plans; and (b) system controls, including SSAE 16, SOC 1, SOC 2, and SOC 3 (subparagraphs (a) and (b) collectively the "Vendor Internal Audits"). The Vendor Internal Audits shall be conducted at least annually. Upon Iron Mountain's written request, Vendor shall provide Iron Mountain a written summary of the Vendor Internal Audits (the "Vendor Internal Audit Reports") and promptly remediate any weaknesses or deficiencies reflected in the Vendor Internal Audit Reports. Vendor's written summary of the Vendor Internal Audit Reports shall contain, at a minimum, the audit name, the audit objective, the audit observations, the remediation plan to audit observations, and the timing of the remediation plan.
- b. Iron Mountain Audits. Iron Mountain and its representatives, designees, agents, auditors, and any federal, state, or other governmental bodies or agencies having statutory, regulatory, or administrative authority (each a "Governmental Authority") over Iron Mountain or its customers may enter Vendor's premises to perform audits, inspections, and examinations of Vendor's data, books, records, and other documentation and information in any media relating to the Services for the purposes of: (a) verifying (i) the accuracy of charges, fees, credits and other amounts due and payable by either party hereunder, (ii) the achievement of Service Levels, and (iii) Vendor's compliance with its obligations in performing the Vendor Internal Audits; and (b) conducting security and financial audits substantially similar to the Vendor Internal Audits (subparagraphs (a) and (b) collectively the "Iron Mountain Audits"). Any information collected by Iron Mountain in connection with the Iron Mountain Audits shall be deemed the Confidential Information of Vendor, to the extent allowed by law.
- c. Government Required Audits. Vendor agrees that in the event any Governmental Authority requires any customer of Iron Mountain to conduct audits on Vendor, including but not limited to audits similar to the Vendor Internal Audits or the Iron Mountain Audits, then Vendor agrees to permit any such customer to perform such audits, provided however that the customer shall be required first to sign a confidentiality agreement acceptable to Vendor.
- d. All audits under this Section 19 shall be conducted during Vendor's business hours and upon ten (10) business days' notice to Vendor with no more than reasonable disruption to Vendor's business activities, subject to the requirements of agencies of any Governmental Authority. Vendor shall assist and fully cooperate with Iron Mountain and any other party with audit rights hereunder as reasonably required to carry out the audits described in this Section 19.
- e. Vendor shall promptly remediate any weakness or deficiencies found in the course of any audit under this Section 19. If, as a result of an audit pertaining to Vendor's charges, it is determined that Vendor has overcharged Iron Mountain, Iron Mountain shall notify Vendor of the overcharged amount and: (a) Vendor shall promptly pay to Iron Mountain such overcharged

amount, plus interest at the prime rate as set out in the Wall Street Journal calculated from the date of Vendor's receipt of the overcharged amount until the date of payment to Iron Mountain; and (b) if any such overcharged amount is five percent (5%) or more of the Charges for the period audited, Vendor shall, at Iron Mountain's request and in addition to (a) above, promptly reimburse Iron Mountain for the reasonable out-of-pocket expenses of such audit.

17. **Notices.** All notices in respect of this agreement must be in writing. Notices shall be deemed duly given upon delivery if delivered by hand, by overnight courier, by electronic messaging with evidence of the date and time of transmission, or four (4) days after posting in the national mail system. Notices shall be addressed: (a) in the case of notices given by Iron Mountain, to Vendor's address and to the attention of the authorized agent, identified by Vendor (if any); and (b) in the case of notices given by Vendor, to Iron Mountain's mailing address, and to the attention of the authorized agent issuing this agreement.

#### 18. Miscellaneous.

- a. Time is of the Essence. Time of performance of Services is of the essence in this Agreement.
- b. <u>Survival</u>. The terms, provisions, representations and warranties herein shall survive the delivery Services and payment of the fees and charges.
- c. <u>Amendment.</u> No amendment of this Agreement shall be effective unless it is in writing and by a duly authorized representative of the party against whom enforcement is sought.
- d. <u>Entirety</u>. All prior agreements, representations and undertakings with respect to the subject matter of the Agreement are superseded.
- e. <u>Waiver</u>. No term or provision hereof shall be waived except in writing, and specific waiver in any one instance shall not constitute a waiver of any other instance.
- f. <u>Force Majeure.</u> Neither party shall be liable for a delay in its performance of its obligations under this Agreement due to causes beyond its control, such as war, riots, strikes, acts of terrorism, strikes, lockouts, fire, flood or other natural disasters, provided that (i) the affected party has taken reasonable measures to notify the other of the delay, (ii) the affected party continues performance to the extent possible during the disabling event and (iii) the affected party diligently carries out performance as promptly as practicable after the disabling event has passed or ceased. Failure of subcontractors and inability to obtain materials shall not be considered as delays excused by this subsection g.
- g. <u>Assignment</u>. Neither Party shall assign or subcontract this Agreement or any order placed pursuant to the terms of this Agreement to any third party without the prior written consent of the other Party except Iron Mountain may (i) assign any right or subcontract any obligation to any of its affiliates and (ii) subcontract any obligation to any third party.
- h. Governing Law. The terms of this Agreement shall be governed by the laws of the state of Washington.
- i. <u>Advertising.</u> Vendor shall acquire no right to use, and shall not use, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks or service marks of Iron Mountain.

#### SCHEDULE 1 – STATEMENT OF WORK

#### **Effective:**

#### **Consideration:**

(a) If applicable, Iron Mountain shall pay Vendor, for each of the Services referenced below at the fee set opposite the description of each such Service:

All services are to be performed within the scope as outlined in the workflow outlined below.

#### **Standard Service Rates**

| <b>Incineration Rates</b>   | Charge                    |
|-----------------------------|---------------------------|
|                             | \$200.00 per ton \$100.00 |
| 2018 Disposal **            | Minimum                   |
|                             | \$100.00 per hour \$50.00 |
| 2018 Forklift & Operator ** | Minimum                   |
|                             |                           |
|                             |                           |
|                             |                           |
|                             |                           |
|                             |                           |
|                             |                           |

\*\* On January 1st of each year following 2018, the City will adjust the disposal rates outlined above, to reflect increases in the United States Department of Labor, Bureau of Labor Statistics. The price increase will reflect 100% of the previous October Consumers Price Index (CPI) for all Urban Consumers, US City Average, all Items as published by the US Department of Labor. The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just-completed year by the Index number for October of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index Number.

**Other Requirements:** These requirements are in addition to the requirements concerning the handling of Materials that contain Personal Data set out in Addendum 1 and 2 to the Agreement.

- 1. Iron Mountain will coordinate appointments with Spokane's Waste to Energy administration weekly.
- 2. Iron Mountain will arrange Security Witness and IM Labor to arrive at appointment time. Security Witness will confirm security transport and witness entire destruction process. IM Labor shuttle container from trailer to hopper area.
- 3. Vendor shall unload all vehicles, using a fork lift, the facility's cranes will be used to lift and drop the pallets into the refuse furnace feed hoppers. Iron Mountain will be responsible for moving pallets / material to the rear of the delivery vehicle for removal and unloading by Vendor with a forklift.
- 4. Vendor shall maintain video monitoring of its facility, including truck offloading and hopper areas in accordance with its policies and procedures.
- 5. Vendor shall provide a signed Certificate of Destruction within forty-eight (48) hours of receipt of Material. The Certificate of Destruction should note the date and time and serial number of the trailer from which the Material was incinerated.
- 6. Prior to scheduling delivery of a new type of waste, Iron Mountain will complete and obtain approval by Vendor of Vendor's Waste Acceptance Form as attached hereto. Prior to delivering any load, the load must be scheduled in advance, using the Vendor's Waste Delivery Form.

| Vendor Signature        | Date     |
|-------------------------|----------|
|                         |          |
| Iron Mountain Signature | <br>Date |

This rate schedule supersedes all previous pricing schedules for services performed after the effective date noted above

## Addendum 1 - Data Privacy Addendum

The following additional terms and conditions of this Data Privacy Addendum ("Addendum") are expressly incorporated into the Base Agreement (as hereinafter defined) or into the terms and conditions of any procurement agreement entered into between Iron Mountain and the Vendor whose name appears at the signature line,

- **DEFINITIONS.** The following terms shall have the respective meanings assigned below when used as capitalized terms in this Addendum.
  - (a) **Base Agreement** means the Secure Incineration Subcontract Agreement between Vendor and Iron Mountain pursuant to which Vendor renders Vendor Services to Iron Mountain.
  - (b) *Customer* means Iron Mountain's customers and the affiliates of any such customers.
  - (c) Data Subject means a natural person who can be identified by or is the subject of Personal Data, including, without limitation, Iron Mountain's employees, contractors, or other associates of Iron Mountain, or of a Customer.
  - (d) **Personal Data** shall mean any data related to or associated with an identified or identifiable natural person, including, but not limited to, any Iron Mountain employee information, or Iron Mountain customer information. A natural person is identifiable if, with reasonable effort, the individual could be identified from the data or a grouping of data.
  - (e) **Process(ing)** means any operation or set of operations performed upon Personal Data, whether or not by automatic means, such as, but not limited to, collection, recording, organization, storage, adaptation, alteration, access, retrieval, use, disclosure, dissemination or otherwise making available, blocking, erasure or destruction.
  - (f) *Vendor's Consultant(s)* shall mean any and all Vendor personnel performing Vendor Services pursuant to the Base Agreement, including but not limited to, Vendor's employees, temporary workers, contractors, subcontractors, representatives, agents and assigns.
  - (g) Vendor Services shall be those services being rendered by Vendor under the Base Agreement.
- 2. **VENDOR RESPONSIBILITIES.** Recognizing that Vendor is providing incineration and final destruction services only and all services are under supervision of Iron Mountain; Vendor and Vendor's Consultant(s) shall comply with the following responsibilities regarding Personal Data, solely to the extent applicable in light of the Services, regardless of where or in what form the Personal Data resides:
  - (a) not retain, access, use, or otherwise Process any Personal Data for any purpose other than the provision of the Vendor Services, and only to the extent necessary to provide Vendor Services;
  - (b) not disclose or transfer any Personal Data to any third party except (i) pursuant to law or (ii) with the express prior written consent of Iron Mountain, and in the case of any such permitted transfer, Vendor shall remain responsible for any breach of the obligations set forth herein and shall ensure that the third party enters into a written agreement acceptable to Iron Mountain obligating that third party to comply, at a minimum, with the standards and requirements set forth in this Addendum;
  - (c) upon reasonable request and without material disruption of Vendor's business, permit Iron Mountain or its authorized representatives, upon providing not less than twenty-four hours' advance notice, to examine any Personal Data in Vendor's or Vendor's Consultant's/(s') possession or custody regarding services performed for Iron Mountain. If a Data Subject wishes to examine any Personal Data in Vendor's or Vendor's Consultant's/(s') possession, Vendor shall

- retrieve the Personal Data and promptly return it to Iron Mountain so that Iron Mountain may, in turn, meet its obligations with respect to the examination of any such Personal Data;
- (d) upon termination of the Base Agreement, return all Personal Data to Iron Mountain, or at the written direction of Iron Mountain, destroy, delete, de-identify or otherwise modify the Personal Data as set forth in Section 3.3 of the Base Agreement;
- (e) ensure compliance by Vendor's Consultants/(s) with this Addendum;
- (f) promptly following commencement of the execution of the agreement or Statement of Work associated herewith, and at least annually thereafter during the term of this Addendum, conduct appropriate privacy and data protection training for those of its employees who are given access to Personal Data; Iron Mountain shall have the right, from time to time, to request evidence of such training representing compliance with the terms of this provision;
- (g) implement and maintain privacy policies and processes which require adequate technical, physical, and organizational controls, consistent with all applicable federal and state privacy and data security requirements and professional industry standards, as appropriate to meet its obligations under this Addendum and all applicable federal and state privacy and data security requirements;
- (h) periodically review its privacy and security programs and procedures to ensure that they are adequate and appropriate to comply with this Addendum and all other applicable federal and state privacy and data security requirements;
- (i) comply with all applicable federal and state privacy and data security requirements, and to permit Iron Mountain to review the same;
- (j) to document and immediately (within 3 business days) report in writing to Iron Mountain any: (a) loss of Personal Data, (b) unauthorized actual or potential access, acquisition, alteration, corruption, destruction, modification, use or disclosure of Personal Data, or (c) or any other act or omission that compromises the security, confidentiality or integrity of Personal Data and, at Vendor's cost and expense, assist and cooperate with Iron Mountain concerning any disclosures to affected parties and other remedial measures as requested by Iron Mountain or required under any applicable privacy or data protection laws;
- (k) to mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of Personal Data by Vendor in violation of the requirements of this Addendum.
- 3. GENERAL REQUIREMENTS. Vendor understands and agrees that this Addendum does not convey to Vendor any ownership or other interest in and to the Personal Data. Without limiting any other similar requirements that may be applicable, Vendor shall comply with all reasonable policies and requirements (including, without limitation, execution of agreements) reasonably requested by Iron Mountain from time to time to protect Personal Data, including policies and requirements imposed in response to Iron Mountain's Customer requirements and/or applicable laws and regulations, as the same may be amended from time to time, recognizing that Vendor is providing incineration and final destruction services for Iron Mountain. However, if Vendor is not able to comply with any such requirements without material expense or material risk, and Iron Mountain nevertheless insists upon compliance, then Iron Mountain may terminate the Base Agreement and/or SOW pursuant to which Vendor receives the Personal Data along with this Addendum.
- 4. AUDIT OF RECORDS. Solely to the extent Vendor retains Personal Data in the performance of Services, Vendor agrees to make its internal practices, books and records relating to the use and disclosure of Personal Data received by Vendor or Vendor's Consultants on behalf of Iron Mountain or one of its Customers, available to Iron Mountain or its designee. Iron Mountain may inspect and audit Vendor's data processing activities and those of its Consultants and demand Vendor's Consultants to verify compliance with this Addendum.

5. INDEMNIFICATION. To the extent applicable, In addition to and not in lieu of any indemnification obligations set forth in the Base Agreement, Vendor agrees to indemnify, defend and hold harmless Iron Mountain, its Affiliates, shareholders, directors, officers, employees and agents, from any third party claim, investigation, demand, liability, or loss, and associated expenses and costs, including reasonable attorneys' fees, and investigation, computer forensic, and notification costs, due to or arising out of, or in any way connected with Vendor's Processing of the Personal Data, Vendor's breach of this Addendum, or Vendor's failure to adhere to any law applicable to the Processing and security of the Personal Data. The Parties recognize the purpose of this Agreement is for Vendor to provide incineration and final destruction services to Iron Mountain, under watch of Iron Mountain staff.

| ACCEPTED AND AGREED TO:<br>Iron Mountain Secure Shredding, Inc.<br>By: | ACCEPTED AND AGREED TO:<br>Vendor<br>By: |
|--|--|
| Buyer Signature Date   | Vendor Signature Date                    |
| Printed Name   | Printed Name                             |
| Title  | Title & Organization                     |
| Buyer Address:<br>One Federal Street<br>Boston, MA 02110               | Vendor Address:                          |

#### **ADDENDUM 2**



## **Business Associate Agreement**

Iron Mountain Secure Shredding, Inc. on behalf of itself and its affiliates:

(Hereinafter referred to as "Iron Mountain")

Vendor (Name and Address) on behalf of itself and its affiliates:

(Hereinafter referred to as "Vendor")

This Business Associate Agreement (this "Agreement") is hereby entered into by and between Iron Mountain and Vendor, as of the date executed by Vendor and recorded on the signature page below (the "Effective Date").

WHEREAS, the parties have entered into the Secure Incineration Services Agreement ("Services Agreement") under which Vendor is providing secure shredding services ("Services") for Iron Mountain and/or its customers which may require the Vendor to be provided with, have access to and/or create Protected Health Information on behalf of Iron Mountain and/or its customers; and

WHEREAS, Iron Mountain and Vendor are entering into this Agreement in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, Breach Notification and Enforcement Rules, the provisions of the HITECH Act, as incorporated in the American Recovery and Reinvestment Act of 2009, along with any implementing regulations including those implemented as part of the Final Omnibus Rule (collectively referred to as the "HIPAA Rules"), under which Iron Mountain is a "Covered Entity" or "Business Associate" and Vendor is a "Business Associate" of Iron Mountain.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

## 1. Definitions.

- (a) <u>Catch-all Definition</u>: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclosure, Minimum Necessary, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- (b) <u>Business Associate</u>: "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the parties to this Agreement, shall mean the Vendor entity named above.
- (c) <u>Covered Entity</u>. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Iron Mountain and/or one or several of Iron Mountain's customers.
- (d) <u>Protected Health Information</u>: "Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall include any PHI of Iron Mountain and/or its customers.

### 2. Obligations and Activities of Business Associate. Business Associate agrees to:

- (a) Not Use or Disclose PHI other than as permitted or required by this Agreement and/or the Services Agreement or as Required By Law.
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement and/or the Services Agreement.

- (c) Promptly report to Iron Mountain any Use or Disclosure of PHI not provided for by this Agreement and/or the Services Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware.
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (e) Make any PHI in a Designated Record Set available to Iron Mountain as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- (f) Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Iron Mountain pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- (g) Maintain and make available the information required to provide an accounting of disclosures to Iron Mountain as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### 3. Permitted Uses and Disclosures by Business Associate.

- (a) Business Associate may only Use or Disclose PHI as necessary to perform the Services as set forth in the Service Agreement.
- (b) Business Associate may Use or Disclose PHI as Required By Law, provided that Business Associate shall inform Iron Mountain in writing within seventy-two (72) hours of Business Associate's receipt of such a request.
- (c) Business Associate shall Use or Disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the Use or Disclosure.
- (d) Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

## 4. Term and Termination.

- (a) <u>Term</u>. The Term of this Agreement shall be effective as of the Effective Date set forth above, and shall terminate on the later to occur of (i) the expiration of the Services Agreement, or (ii) when all Protected Health Information provided by Iron Mountain to Business Associate is destroyed or returned to Iron Mountain, or (iii) if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 4(c).
- (b) <u>Termination for Cause</u>. Iron Mountain may terminate this Agreement and/or the Services Agreement upon written notice to Business Associate if Iron Mountain determines that Business Associate has violated a material term of this Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Iron Mountain.
- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall return to Iron Mountain or, if agreed to in writing by Iron Mountain, destroy all PHI received from Iron Mountain, or created, maintained, or received by Business Associate on behalf of Iron Mountain, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If neither return nor destruction of PHI is feasible, Business Associate may retain only such PHI for which such return or destruction is infeasible and provided that Business Associate: a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further uses and disclosures of PHI to those purposes that make the return or destruction infeasible.
- (d) <u>Survival</u>. The obligations of Business Associate under this Section 4 shall survive the termination of this Agreement.

## 5. Miscellaneous.

- (a) <u>Regulatory References</u>. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) <u>Precedence</u>. This Agreement supersedes any and all prior HIPAA business associate agreements between the parties and their affiliates.

| IRON MOUNTAIN SECURE SHREDDING, INC. | VENDOR/BUSINESS ASSOCIATE:       |
|--------------------------------------|----------------------------------|
| Individual Signing: [print name]     | Individual Signing: [print name] |
| Signature:                           | Signature:                       |
| Title:                               | Title:                           |
| Signing Date:                        | Signing Date:                    |

## **SPECIAL WASTE RULES**

- By signing the attached SPECIAL/ NON-TYPICAL WASTE ACCEPTANCE form you acknowledge that you have read the following information and agree to abide by the rules of disposal of Special Waste.
- 2. The charge for Special Waste is \$187.83 per ton, with a minimum charge of \$93.92 for 1000 lbs. or less. If a forklift and operator are required there is an additional charge of \$75 per hour with a minimum charge of \$37.50. A forklift is available during limited hours and by appointment only.
- 3. The City does not provide labor for unloading. It is the responsibility of the driver to unload the material and, if necessary, to bring additional labor. For loads that require forklift assistance it is the responsibility of the driver to move pallets to the end of the truck so the forklift can access the material.
- 4. This is a refuse disposal facility. The site does not have a loading dock. Unless directed otherwise, materials contained in the vehicles will be unloaded onto the floor or into the pit by the truck driver. City staff will not sweep out or clean up transport vehicles.
- 5. If the U. S. Department of Agriculture (USDA) is requiring the destruction of the materials, the shipper must set up an appointment with the USDA. The USDA phone number is (509) 353-2950.
- 6. Exact payment is required at time of service, unless a billing account has been set up in advance (call City of Spokane Utility Billing at 509-625-6000 to set up an account). Payment may be made by cash, check, MasterCard or Visa.
- 7. At least <u>24 hours notice</u> is required to set up an appointment for delivery. An appointment may be scheduled by calling (509) 625-6580. Leaving a message on voice mail does not constitute an appointment. We are open for appointments and scheduling Monday Friday only. Trucks that arrive without an appointment, or outside of a scheduled appointment, may be denied service.
- 8. Waste material delivered to the facility for disposal must be representative of the waste authorized for acceptance. The waste materials must not contain asbestos and must not be a federal, state, or local regulated hazardous waste. The City of Spokane reserves the right to refuse any loads, at any time, for any reason. The City is not responsible for any costs incurred by the generator or their agents.
- 9. If the load contains petroleum-contaminated materials, the waste must have been derived from incident spills of less than 1,000 gallons. The load must not cause the City to exceed its monthly permitted limit of 150 tons of petroleum-contaminated material.

Please sign attached form indicating that these rules have been read and the undersigned agrees to follow them. A signed copy may be emailed, mailed, or faxed to our office at 509-625-6537. A signed copy must be received before an appointment can be scheduled.

| Profile ID: |
|-------------|
|-------------|

## Appendix "B"

# CITY OF SPOKANE SOLID WASTE DISPOSAL SPECIAL/NON-TYPICAL WASTE ACCEPTANCE FORM

| Date Notified by Customer:  | Time:   |                                 |
|---|---|---------------------------------|
| Organization/Company:   |   |                                 |
| Contact Person:   | Phone Number:   |                                 |
| Description and Quantity of Materia                                       | al:   |                                 |
| What is waste's regulatory status?  |   |                                 |
| Solid Waste   | Hazardous Waste   | Dangerous Waste                 |
| Has the waste been designated non-hazardous by the greceived?             | enerator and paperwork  | Yes No                          |
| Have you provided an MSDS, test r the non-hazardous designation?          | results, or other data supporting   | Yes No                          |
| If not, please email, mail, or fax to 5                                   | 509-625-6537.   |                                 |
| If an MSDS is available for the mate                                      | erial, it must be submitted.  |                                 |
| Is the material generated in Spokan If no, where is the material generate | •   | Yes No                          |
| If accepted previously, has the was                                       | te material changed in any way?   | Yes No                          |
| If empty containers, have they been                                       | r triple rinsed?  | Yes No                          |
| Is the material:  Oily rags Absorbent Oil filters Other information:      |   |                                 |
|   |   |                                 |
|   | EPTANCE FORM you acknowledge that gree to abide by the rules of disposal of S |                                 |
|   | For Staff Use Only  |                                 |
| Material reviewed and appr  | roved by Solid Waste Disposal design  | nated hazardous waste personnel |
| Signature:  | Date:   |                                 |
| Material reviewed and appr personnel                                      | oved by Solid Waste Disposal opera  | tions and environmental         |
| Signature:  | Date:   |                                 |
| Material reviewed and appr  | oved by Solid Waste Disposal Direct   | or                              |
| Signature:  | Date:   |                                 |

| SPOKANE Agenda Sheet      | for City Council     | Meeting of:     | Date Rec'd     | 12/5/2018  |
|---------------------------|----------------------|-----------------|----------------|------------|
| 12/17/2018                |                      |                 | Clerk's File # | ORD C35720 |
|                           |                      |                 | Renews #       |            |
| <b>Submitting Dept</b>    | POLICE               |                 | Cross Ref #    |            |
| <b>Contact Name/Phone</b> | ERIC OLSEN           | 835-4505        | Project #      |            |
| <b>Contact E-Mail</b>     | EOLSEN@SPOKANEP      | OLICE.ORG       | Bid #          |            |
| Agenda Item Type          | Special Budget Ordin | nance           | Requisition #  |            |
| Agenda Item Name          | 0680-SBO 2018 CON    | FIDENTIAL FUNDS |                |            |

## **Agenda Wording**

SBO ordinance amendment No-C-35565 to amend 1560 Reserve funds in order to increase the budget of the Confidential Fund line in the 1560 account.

## **Summary (Background)**

2018 Confidential Funds budget have run short in that particular budget line and in order to increase the line item budget, SPD needs to use the reserve account to transfer money in to fund that the Confidential Fund line. Confidential Fund line-54922 will increase from \$105,000 to 135,000 for the year 2018.

| Fiscal Imp     | nact            | Grant r  | elated?  | NO          | Budget Account             |         |
|----------------|-----------------|----------|----------|-------------|----------------------------|---------|
| i iscai iiii   | <del>Jact</del> | Public \ |          | NO          | <u> Dauget Account</u>     |         |
| Revenue        | <b>f</b> 20.00  |          |          | 110         | # 11 - d - d - d - d - D   |         |
| Revenue ;      | <b>\$</b> 30,00 | JU       |          |             | # Undesignated Reserves    | 5       |
| Expense :      | \$ 30,00        | 00       |          |             | # 1560-17200-21250-549     | 922     |
| Select :       | \$              |          |          |             | #                          |         |
| Select :       | \$              |          |          |             | #                          |         |
| Approvals      | <u> </u>        |          |          |             | <b>Council Notificatio</b> | ns      |
| Dept Head      |                 |          | KING, KE | VIN         | Study Session              | 12/3/18 |
| Division Di    | rector          |          | LUNDGR   | EN, JUSTIN  | <u>Other</u>               |         |
| <u>Finance</u> |                 |          | SCHMITT  | , KEVIN     | <b>Distribution List</b>   | ·       |
| Legal          |                 |          | DALTON   | , PAT       | spdfinance                 |         |
| For the May    | <u>yor</u>      |          | ORMSBY   | , MICHAEL   | eolsen                     |         |
| Additiona      | I Арр           | rovals   |          |             |                            |         |
| Purchasing     | <u>l</u>        |          |          |             |                            |         |
| CITY COUN      | <u>ICIL</u>     |          | MCCLAT   | CHEY, BRIAN |                            |         |
|                |                 |          |          |             |                            |         |
|                |                 |          |          |             |                            |         |

# Briefing Paper (Public Safety & Community Health Committee)

| Division & Department:  | Spokane Police Department   |
|---|---|
| Subject:  | SBO to increase Confidential Funds  |
| Date:   | 12/3/18   |
| Contact (email & phone):  | Major Eric Olsen, 835-4505  |
| City Council Sponsor:   |   |
| <b>Executive Sponsor:</b>   |   |
| Committee(s) Impacted:  | Public Safety & Community Health  |
| Type of Agenda item:  | oxtimes Consent $oxtimes$ Discussion $oxtimes$ Strategic Initiative   |
| Alignment: (link agenda item<br>to guiding document – i.e.,<br>Master Plan, Budget , Comp<br>Plan, Policy, Charter, Strategic<br>Plan)            |   |
| Strategic Initiative:   | Safe & Healthy  |
| Deadline:   |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Approval for SBO to add \$30,000 budget capacity using State drug forfeiture funds to be used as Confidential Funds   |
|   | ons and its various teams use confidential funds to pay for informants, e purchase of illegal narcotics, firearms and other stolen property.                                      |
| They can be used to profunds can also be used firearms, or stolen prop Higher level buys have needs Adopted budgeted amonthese funds will have to | resulted in budgeted amount not being sufficient to meet operational ount has been exhausted and without an increase, operations utilizing to cease for the remainder of the year |
| Budget Impact:  |   |
| Approved in current year budge  |   |
| Annual/Reoccurring expenditu  | re? □ Yes ⊠ No □ N/A  |
| If new, specify funding source: Other hudget impacts: (revenue  | e generating, match requirements, etc.)   |
| Operations Impact:  | e generating, materi requirements, etc.)  |
| Consistent with current operat  | ions/policy? ⊠ Yes □ No □ N/A   |
| Requires change in current ope  |   |
| Specify changes required:   |   |
| Known challenges/barriers: No   | ne  |

#### ORDINANCE NO C35720

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Forfeitures & Contributions Fund, the following changes be made:

| FROM: | 1560-99999<br>99999-      | Forfeiture Fund<br>Undesignated Reserves      | <u>\$ 30,000</u> |
|-------|---------------------------|---|------------------|
| TO:   | 1560-17200<br>21250-54922 | Forfeiture Fund – State<br>Confidential Funds | \$ 30,000        |

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 increase confidential funds used in police investigations 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            |      |
|----------------------------|--------------------|------|
|                            |                    |      |
| -                          | Council Presider   | nt   |
| Attest:                    |                    |      |
| City Clerk                 |                    |      |
| Approved as to form:Assist | tant City Attorney |      |
|                            |                    |      |
| Mayor                      |                    | Date |
|                            |                    |      |
| Effective Date             |                    |      |

| SPOKANE Agenda Sheet      | for City Council Meeting of:     | Date Rec'd     | 12/14/2018 |
|---------------------------|----------------------------------|----------------|------------|
| 12/17/2018                |                                  | Clerk's File # | ORD C35728 |
|                           |                                  | Renews #       |            |
| Submitting Dept           | HOUSING & HUMAN SERVICES         | Cross Ref #    |            |
| <b>Contact Name/Phone</b> | KELLY KEENAN 625-6056            | Project #      |            |
| Contact E-Mail            | KKEENAN@SPOKANECITY.ORG          | Bid #          |            |
| Agenda Item Type          | Special Budget Ordinance         | Requisition #  |            |
| Agenda Item Name          | 1680 - SBO FOR 2018-2019 WARMING | CENTERS        |            |

## **Agenda Wording**

An SBO allocating \$266,129 for an additional Warming Center site and site expenses at an existing Warming Center location. CHHS is seeking approval to enter into agreement to utilize the requested funds.

## **Summary (Background)**

This SBO includes \$16,112 for site expenses at the existing Salem Lutheran Warming Center, \$20,920 for site expenses at the Westminster Church Warming Center, and \$229,097 for staffing at the Westminster location. See attached briefing paper for further detail.

|                               | ic Works? NO     |   |  |
|-------------------------------|------------------|---|--|
| Revenue \$ 266 129 00         | ic works.        |   |  |
| 100,129.00                    | )                | # 0100-99999-99999 Unappropriated Reserve |  |
| Expense \$ 266,129.00         | )                | # 0300-53010-65410-54999-99999            |  |
| Select \$                     |                  | #   |  |
| Select \$                     |                  | #   |  |
| Approvals                     |                  | Council Notifications                     |  |
| Dept Head                     | KINDER, DAWN     | Study Session                             |  |
| <b>Division Director</b>      | KINDER, DAWN     | Other                                     |  |
| <u>Finance</u>                | HUGHES, MICHELLE | Distribution List                         |  |
| <u>Legal</u>                  | PICCOLO, MIKE    | tdanzig                                   |  |
| For the Mayor ORMSBY, MICHAEL |                  | tsigler                                   |  |
| Additional Approva            | ls               | kkeenan                                   |  |
| Purchasing                    |                  | kburnett                                  |  |
| CITY COUNCIL                  | MCDANIEL, ADAM   | cbrown                                    |  |
|                               |                  | chhsaccounting@spokanecity.org            |  |

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

| Division & Department:  | Neighborhood and Business Services Division – Community, Housing,   |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|
|   | and Human Services (CHHS) Department  |  |  |  |  |  |  |
| Subject:  | 2018-2019 Warming Centers   |  |  |  |  |  |  |
| Date:   | December 17, 2018   |  |  |  |  |  |  |
| Author (email & phone):   | Tija Danzig (tdanzig@spokanecity.org ext. 6052)   |  |  |  |  |  |  |
| City Council Sponsor:   | CM Breean Beggs   |  |  |  |  |  |  |
| Executive Sponsor:  | Kelly Keenan  |  |  |  |  |  |  |
| Committee(s) Impacted:  | Public Safety and Community Health  |  |  |  |  |  |  |
| Type of Agenda item:  | Consent Discussion Strategic Initiative   |  |  |  |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | 2015-2020 Strategic Plan to End Homelessness; 2015-2020<br>Consolidated Plan for Community Development  |  |  |  |  |  |  |
| Strategic Initiative:   | Reduce Homelessness / Safe and Healthy  |  |  |  |  |  |  |
| Deadline:   | Winter 2018   |  |  |  |  |  |  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | CHHS is updating the 2018-2019 Warming Centers funding request to provide safe and warm places for people experiencing homelessness during the upcoming months. |  |  |  |  |  |  |
| Background/History: A Warmin  | Background/History: A Warming Center Model was used in Spokane from 2006 until 24/7 shelters  |  |  |  |  |  |  |

<u>Background/History:</u> A Warming Center Model was used in Spokane from 2006 until 24/7 shelters became operational. The previous model required temperature-based activation, whereas the proposed model for this year will not have this requirement and will be open nightly. Warming Center(s) will add capacity to the shelter system during winter months – with a reduction in 24/7 services, we are looking to serve approximately 80 to 150 people nightly.

## **Executive Summary:**

- On September 11, 2018, the City of Spokane's CHHS Department released a RFP for operations of warming centers during the 2018-2019 winter months.
- CHHS Staff recruited an ad hoc RFP Evaluation Committee composed of local experts and stakeholders in homeless services, including representatives from City Council, the CHHS Department and Board, and the Spokane City/County Continuum of Care (CoC).
- The CHHS Department received 3 proposals in response to the notice of funding availability.
- Application materials were sent to the Warming Center RFP Evaluation Committee members, along with a scoring tool to assist in the evaluation process.
- The Warming Center RFP Evaluation Committee met on October 17, 2018 to review applications and make award recommendations.
- On November 12, 2018, Council approved \$296,481.29 for two initial Warming Center components for winter 2018 to 2019. This included funding to Family Promise Open Doors to expand its emergency shelter operations for families, increasing capacity from 50 to 80 beds, and to expand operational capacity between Volunteers of America Hope House and Transitions Women's Hearth so that women experiencing homelessness have daytime safe space over weekends and holidays at Women's Hearth and to ensure no gaps in services

between these partnering agencies.

- On November 26, 2018, Council approved \$709,116 for a subsequent Warming Center component. This included funding included \$629,329 for staffing for The Salvation Army and The Guardians Foundation to manage up to four sites collectively with an estimated capacity of 240, \$17,520 for costs associated with the rental of a 2,500 square foot building to operate as a Warming Center, and \$62,268 for general supply needs.
- The CHHS Department has continued to work with community partners to secure additional sites to meet the Warming Center need. Additional components of this service network are being recommended, as follows:
  - \$16,112 for Salem Lutheran Church to operate as a Warming Center with a nightly capacity of approximately 60 people.
  - \$20,920 for Westminster Church to operate as a Warming Center targeted for young adults, ages 18 to 24-years-old, with a nightly capacity of 25, with the potential for more, if deemed necessary.
  - \$45,000 for lease of an approximately 11,000 square foot property that can operate as a Warming Center with a nightly capacity of 120. This includes cost to rent necessary supplies for operation.
  - \$57,608 for The Salvation Army to hire an additional security person and for general supply needs.
  - \$229,097 for The Guardians Foundation to staff one additional Warming Center at
    Westminster Church, plus security and supplies associated with an added site. This
    increase also includes the cost of offering and managing storage at the initial two
    Warming Center sites, filling a critical need.
- The total request amount to complete these additions for Warming Centers is \$368,737.

| Budget Impact:  |
|---|
| Approved in current year budget? Yes No               |
| Annual/Reoccurring expenditure? Yes No                |
| If new, specify funding source:                       |
| Other budget impacts: None.                           |
| Operations Impact:                                    |
| Consistent with current operations/policy?   Yes   No |
| Requires change in current operations/policy?         |
| Specify changes required: None.                       |
| Known challenges/barriers: None.                      |

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", authorizing the Mayor to enter into contracts for the appropriate expenditure of the funds, and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

- Now, Therefore,

The City of Spokane does ordain:

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

FROM: 0100-99999 General Fund

99999- Unappropriated Reserves <u>\$ 368,737.00</u>

TO: 0300-53010 General Fund

65410-54999 Other Misc Services <u>\$ 368,737.00</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 funds to provide safe and warm places for people experiencing homelessness during the upcoming months and to authorize the Mayor to enter into contracts for the expenditure of the funds, 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 |                   | <del></del> |
|-------------------------|-------------------|-------------|
|                         |                   |             |
|                         |                   |             |
|                         | Council President |             |
| Attest:                 |                   |             |
| City Clerk              |                   |             |
| Approved as to form:    |                   |             |
| Assista                 | ant City Attorney |             |
|                         |                   |             |
| Mayor                   |                   | Date        |
|                         |                   |             |
| Effective Date          | <del></del>       |             |

# Briefing Paper Spokane City Council

| Division & Department:   | Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department   |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Subject:   | 2018-2019 Warming Center Agreements  |  |  |  |  |  |
| Date:  | December 17, 2018  |  |  |  |  |  |
| Author (email & phone):  | Cassi Brown (cbrown@spokanecity.org / ext. 6053)   |  |  |  |  |  |
| City Council Sponsor:  |  |  |  |  |  |  |
| Executive Sponsor:   | Kelly Keenan   |  |  |  |  |  |
| Committee(s) Impacted:   | Public Safety and Community Health   |  |  |  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative  |  |  |  |  |  |
| Alignment: (link agenda item<br>to guiding document – i.e.,<br>Master Plan, Budget, Comp<br>Plan, Policy, Charter, Strategic<br>Plan)  | 2015-2020 Strategic Plan to End Homelessness and 2015-2020<br>Consolidated Plan for Community Development  |  |  |  |  |  |
| Strategic Initiative:  | Reduce Homelessness / Safe and Healthy   |  |  |  |  |  |
| Deadline:  | 12/17/2018   |  |  |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)   | Approval and authority to amend agreements with Family Promise, Volunteers of America, and Transitional Programs for Women to utilize the funds appropriated by City Council on November 12, 2018 (ORD C35706).  |  |  |  |  |  |
| Promise Open Doors Shelter) a  | City Council approved Ordinance No. C35706 allocating funds to expand services for families (Family Promise Open Doors Shelter) and women (VOA Hope House Shelter and Transitions Women's Hearth). The expanded services for families and women became available in November.  |  |  |  |  |  |
| <ul> <li>(\$190,027), VOA Hope</li> <li>Family Promise Open E capacity from 50 to 80</li> <li>VOA Hope House and Texperiencing homeless through June 30, 2019.</li> </ul>                              | 3, City Council approved funds for Family Promise Open Doors House Shelter (\$17,904), and Transitions Women's Hearth (\$88,851). Doors expanded its emergency shelter operations for families increasing beds through March 2019. Transitions Women's Hearth expanded services for women sness to serve more women at all hours during the day and night seeks approval of the amendments with these three organizations. |  |  |  |  |  |
| Budget Impact:  Approved in current year budget? Yes No  Annual/Reoccurring expenditure? Yes No  If new, specify funding source:  Other budget impacts: (revenue generating, match requirements, etc.) |  |  |  |  |  |  |
| Operations Impact:  Consistent with current operations/policy?  Requires change in current operations/policy?  Specify changes required: None.  Known challenges/barriers: None.                       |  |  |  |  |  |  |



## City of Spokane

## AGREEMENT AMENDMENT B

Title: Women's Hearth Shelter Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **TRANSITIONAL PROGRAMS FOR WOMEN**, whose address is 3128 North Hemlock Street, Spokane, Washington 99205 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Women's Hearth Shelter Program; and

WHEREAS, a change or revision of the Work has been requested, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

## 1. CONTRACT DOCUMENTS.

The original Agreement, dated August 9, 2017, Agreement Amendment A, dated February 1, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on November 12, 2018.

## 3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by EIGHTY EIGHT THOUSAND EIGHT HUNDRED FIFTY ONE AND NO/100 DOLLARS (\$88,851.00) for everything furnished and done under this Amendment B which equates to a new total Agreement amount not to exceed ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED FIFTY FOUR AND NO/100 DOLLARS (\$114,654.00) for everything furnished and done under the original Agreement, Agreement Amendment A, and this Amendment B. This is the maximum amount to be paid under this Amendment B, the original Agreement, and Agreement Amendment A, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement, Agreement Amendment A, and this Amendment B document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

| Category            | Amount    |  |  |  |  |  |
|---------------------|-----------|--|--|--|--|--|
| PROGRAM OPERATIONS  |           |  |  |  |  |  |
| Salaries & Benefits | \$87,735  |  |  |  |  |  |
| Supplies \$5,593    |           |  |  |  |  |  |
| FACILITY SUPPORT    |           |  |  |  |  |  |
| Utilities           | \$5,140   |  |  |  |  |  |
| Maintenance         | \$5,763   |  |  |  |  |  |
| ADMINISTRATION      |           |  |  |  |  |  |
| Administration      | \$10,423  |  |  |  |  |  |
| TOTAL               | \$114,654 |  |  |  |  |  |

## 4. AMENDMENT.

<u>SECTION NO. 7.H.2</u> – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment A Attachment 1, and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for reimbursement of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10<sup>th</sup> of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment A Attachment 1. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8<sup>th</sup> of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the Face Sheet of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the Face Sheet of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's complete reimbursement request, except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY;
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself; and
- c. The CITY reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement Amendment by having legally-binding representatives affix their signatures below.

## TRANSITIONAL PROGRAMS FOR WOMEN **CITY OF SPOKANE** By\_\_ By\_\_ Signature Date Signature Date Type or Print Name Type or Print Name Title Title Attest: Approved as to form: City Clerk Assistant City Attorney

Attachments that are part of this Agreement: Attachment 1 – REVISED Grantee Billing Form Attachment 2 – Debarment Certification

## ATTACHMENT 1 - REVISED GRANTEE BILLING FORM

## **Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports**

A reimbursement request, otherwise known as a bill, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

The voucher and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

| adjusted in the form(s).  |
|---|
| Completing the Grantee Billing Form:  |
| Name and address of your organization requesting reimbursement.   |
| Expense Period (should bill as monthly expenses, January, February, etc.)   |
| Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The |
| Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer   |
| funds between approved categories without written preapproval from the City.  |

| ATTACHMENT 1 - REVISED GRANTEE BILLING FORM  |
|--|
| Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City). |
| Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.   |
| Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.  |

## **Documentation Required for Billing Forms:**

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

**Salary and Fringe** – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.** 

**Rent/Utilities** – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

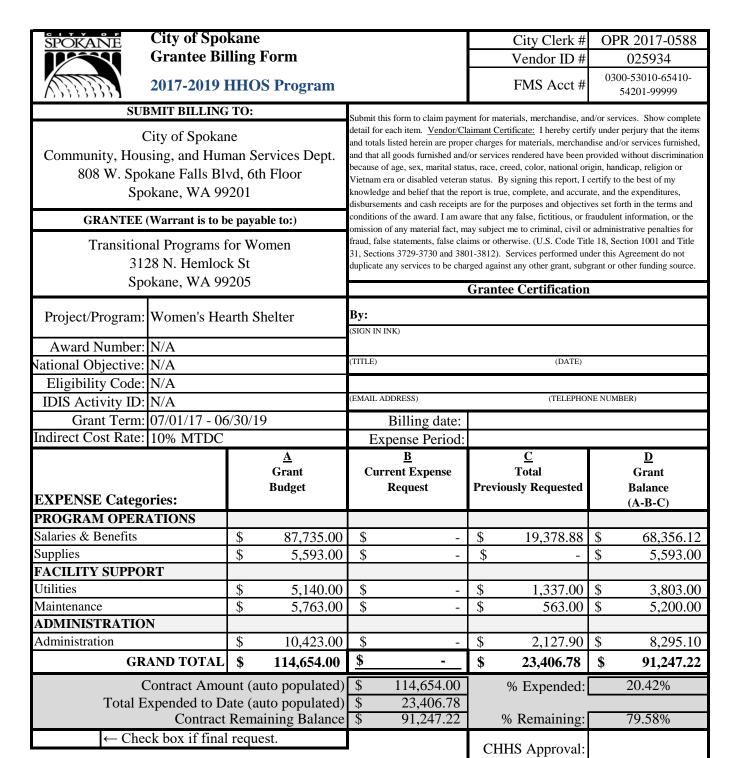
**Supplies and Materials (all Goods)** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

**Equipment** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

**Other** – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

**Admin/Indirect Costs** – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the deminimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.



## ATTACHMENT 1 - REVISED GRANTEE BILLING FORM

This form MUST be submitted with the Billing Form. Request for reimbursement may not be processed without this form.

| e Expense Report          |   | orm. Request for remodiscincit may no                                   |                               |            |          |        |          |        |
|---------------------------|---|---|-------------------------------|------------|----------|--------|----------|--------|
| Organization: Transitions | Grant #   | N/A   | Cit                           | y Clerk #: | OPR 20   | 17-058 | 8        |        |
| Prepared By:              | Title   |   |                               | Date:      |          |        |          |        |
| Please complete the ta    | ble for ALL (non-Staff) expenses                                    | for the reported period. Copies of rec                                  | ceipts                        | and invoi  | ces MUS  | T be a | ttache   | d.     |
| Payee/Vendor Name         | Expense Category<br>(Support Services, Operating<br>Expenses, etc.) | Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.) | Direct Indirect Amount Amount |            |          | Total  |          |        |
| EXAMPLE: Avista           | Operating Expenses  | Utilities   | \$                            | 90.91      | \$       | 9.09   | \$       | 100.00 |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           | <u> </u>  |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | -      |
|                           |   |   | \$<br>\$                      | -          | \$       | -      | \$<br>\$ | -      |
|                           |   |   | \$                            | -          | \$<br>\$ | -      | \$       | -      |
|                           |   |   | \$                            |            | \$       |        | \$       | -      |
|                           |   |   | \$                            | -          | \$       | -      | \$       | •      |
|                           |   |   | \$                            | -          | \$       |        | \$       |        |
|                           |   |   | \$                            |            | \$       |        | \$       |        |
|                           |   |   | \$                            |            | \$       |        | \$       |        |
|                           | Total Comm  | ent Expenses Requested this Period                                      |                               |            | \$       | -      | \$       |        |

| Staff Expense Report                   |                              |   |  |                             |   |   |             |                     |                               |     |              |    |   |
|--|------------------------------|---|--|-----------------------------|---|---|-------------|---------------------|-------------------------------|-----|--------------|----|---|
| Organization: Transitions Grant #: N/A |                              |   | N/A                                      | City Clerk #: OPR 2017-0588 |   |   |             |                     |                               |     |              |    |   |
| Prepared By:                           |                              | Title:  |  |                             |   |   | Date:       |                     |                               |     |              |    |   |
| Please                                 | complete the table for all S | TAFF expenses                                       | s for the rep                            | ortec                       | l period. S                                 | Sign  | ed timeshee | ts N                | IUST be att                   | ach | ed.          |    |   |
| Name                                   | Activity Funded              | Total Hours Worked (100% of time on ALL activities) | Hours<br>Worked<br>on Listed<br>Activity | and<br>p                    | al Salary<br>l Fringe<br>paid to<br>nployee | Direct Indirect Amount Amount Billed to Grant Grant |             | Amount<br>Billed to | Total Billed<br>to this Grant |     | Contribution |    |   |
| Example: Doe, John                     | Case Management              | 80.00   | 60.00                                    | \$                          | 1,200.00                                    | \$  | 818.00      | \$                  | 82.00                         | \$  | 900.00       | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  |                              |   |  | \$                          | -   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |
|  | Total Staff Expens           | ses Requested t                                     | his Period                               |                             |   | \$  | -           | \$                  | -                             | \$  | -            | \$ | - |

#### ATTACHMENT 2 - DEBARMENT CERTIFICATION

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

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.\
- 4. The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 6. I understand that a false statement of this certification may be grounds for termination of the Agreement.

| Transitional Programs for Women  | Women's Hearth Shelter        |
|--|-------------------------------|
| Name of Subrecipient / Grantee / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|  |                               |
| Name of Certifying Official (Type or Print)                              | Signature                     |
| Title of Certifying Official (Type or Print)                             | Date (Type or Print)          |

# Briefing Paper Spokane City Council

| Division & Department:   | Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department   |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Subject:   | 2018-2019 Warming Center Agreements  |  |  |  |  |  |
| Date:  | December 17, 2018  |  |  |  |  |  |
| Author (email & phone):  | Cassi Brown (cbrown@spokanecity.org / ext. 6053)   |  |  |  |  |  |
| City Council Sponsor:  |  |  |  |  |  |  |
| Executive Sponsor:   | Kelly Keenan   |  |  |  |  |  |
| Committee(s) Impacted:   | Public Safety and Community Health   |  |  |  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative  |  |  |  |  |  |
| Alignment: (link agenda item<br>to guiding document – i.e.,<br>Master Plan, Budget, Comp<br>Plan, Policy, Charter, Strategic<br>Plan)  | 2015-2020 Strategic Plan to End Homelessness and 2015-2020<br>Consolidated Plan for Community Development  |  |  |  |  |  |
| Strategic Initiative:  | Reduce Homelessness / Safe and Healthy   |  |  |  |  |  |
| Deadline:  | 12/17/2018   |  |  |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)   | Approval and authority to amend agreements with Family Promise, Volunteers of America, and Transitional Programs for Women to utilize the funds appropriated by City Council on November 12, 2018 (ORD C35706).  |  |  |  |  |  |
| Promise Open Doors Shelter) a  | City Council approved Ordinance No. C35706 allocating funds to expand services for families (Family Promise Open Doors Shelter) and women (VOA Hope House Shelter and Transitions Women's Hearth). The expanded services for families and women became available in November.  |  |  |  |  |  |
| <ul> <li>(\$190,027), VOA Hope</li> <li>Family Promise Open E capacity from 50 to 80</li> <li>VOA Hope House and Texperiencing homeless through June 30, 2019.</li> </ul>                              | 3, City Council approved funds for Family Promise Open Doors House Shelter (\$17,904), and Transitions Women's Hearth (\$88,851). Doors expanded its emergency shelter operations for families increasing beds through March 2019. Transitions Women's Hearth expanded services for women sness to serve more women at all hours during the day and night seeks approval of the amendments with these three organizations. |  |  |  |  |  |
| Budget Impact:  Approved in current year budget? Yes No  Annual/Reoccurring expenditure? Yes No  If new, specify funding source:  Other budget impacts: (revenue generating, match requirements, etc.) |  |  |  |  |  |  |
| Operations Impact:  Consistent with current operations/policy?  Requires change in current operations/policy?  Specify changes required: None.  Known challenges/barriers: None.                       |  |  |  |  |  |  |



## **City of Spokane**

## AGREEMENT AMENDMENT B

Title: Hope House Shelter Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **VOLUNTEERS OF AMERICA OF EASTERN WASHINGTON AND NORTHERN IDAHO**, whose address is 525 West 2<sup>nd</sup> Avenue, Spokane, Washington 99201 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Hope House Shelter Program; and

WHEREAS, a change or revision of the Work has been requested, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

## 1. CONTRACT DOCUMENTS.

The original Agreement, dated July 12, 2017, Agreement Amendment A, dated February 27, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

## 2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on November 12, 2018.

#### 3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by SEVENTEEN THOUSAND NINE HUNDRED FOUR AND NO/100 DOLLARS (\$17,904.00) for everything furnished and done under this Amendment B which equates to a new total Agreement amount not to exceed SEV-ENTY ONE THOUSAND THREE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$71,313.00) for everything furnished and done under the original Agreement, Agreement Amendment A, and this Amendment B. This is the maximum amount to be paid under this Amendment B, the original Agreement, and Agreement Amendment A, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement, Agreement Amendment A, and this Amendment B document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

| Category            | <u>Amount</u> |
|---------------------|---------------|
| PROGRAM OPERATIONS  |               |
| Salaries & Benefits | \$62,307      |
| Supplies            | \$1,891       |
| Telephone           | \$282         |
| Training            | \$350         |
| ADMINISTRATION      |               |
| Administration      | \$6,483       |
| TOTAL               | \$71,313      |

#### 4. AMENDMENT.

<u>SECTION NO. 7.H.2</u> – PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment A Attachment 1, and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for reimbursement of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10<sup>th</sup> of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment A Attachment 1. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8<sup>th</sup> of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the Face Sheet of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the Face Sheet of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's complete reimbursement request, except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the PARTIES shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines any funds were expended by the GRANTEE for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY;
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself; and
- c. The CITY reserves the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement Amendment by having legally-binding representatives affix their signatures below.

| VOLUNTEERS OF AMERICA  | CITY OF SPOKANE         |  |  |  |  |
|--|-------------------------|--|--|--|--|
| By   | By                      |  |  |  |  |
| Signature Date   | Signature Date          |  |  |  |  |
| Type or Print Name   | Type or Print Name      |  |  |  |  |
| Title  | Title                   |  |  |  |  |
| Attest:  | Approved as to form:    |  |  |  |  |
| City Clerk   | Assistant City Attorney |  |  |  |  |
| Attachments that are part of this Agreement: Attachment 1 – REVISED Grantee Billing Forr | n                       |  |  |  |  |

Attachment 2 – Debarment Certification

## ATTACHMENT 1 - REVISED GRANTEE BILLING FORM

## **Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports**

A reimbursement request, otherwise known as a bill, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

The voucher and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

| adjusted in the form(s).  |
|---|
| Completing the Grantee Billing Form:  |
| Name and address of your organization requesting reimbursement.   |
| Expense Period (should bill as monthly expenses, January, February, etc.)   |
| Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The |
| Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer   |
| funds between approved categories without written preapproval from the City.  |

| ATTACHMENT 1 - REVISED GRANTEE BILLING FORM  |
|--|
| Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City). |
| Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.   |
| Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.  |

## **Documentation Required for Billing Forms:**

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

**Salary and Fringe** – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.** 

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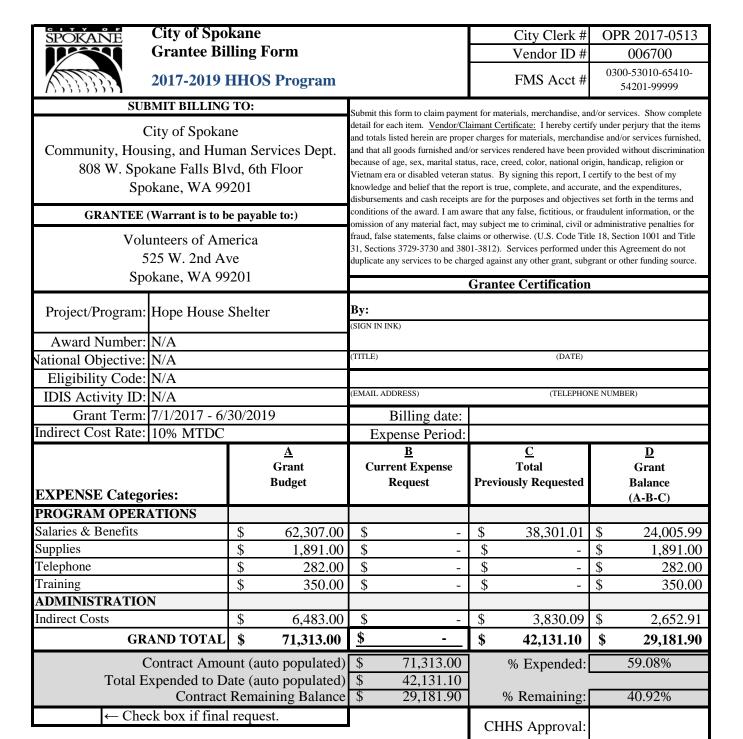
**Supplies and Materials (all Goods)** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

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If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the deminimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.



## ATTACHMENT 1 - REVISED GRANTEE BILLING FORM

This form MUST be submitted with the Billing Form. Request for reimbursement may not be processed without this form.

| Expense Report      |   |  |           |                                  |  |        |       |
|---------------------|---|--|-----------|----------------------------------|--|--------|-------|
| Organization: VOA   | Grant #: ]  | N/A  | City      | Clerk #:                         | OPR 2017-051                             | 3      |       |
| Prepared By:        | Title:  |  |           | Date:                            |  |        |       |
| Please complete the | table for ALL (non-Staff) expenses for                              | or the reported period. Copies of rec  | eipts a   | and invoi                        | ces MUST be a                            | ttache | d.    |
| Payee/Vendor Name   | Expense Category<br>(Support Services, Operating<br>Expenses, etc.) | Expenditure Type<br>(Rent, Maintenance,<br>Furnishings, Case Management<br>etc.) | An<br>Bil | irect<br>nount<br>led to<br>rant | Indirect<br>Amount<br>Billed to<br>Grant |        | Total |
| EXAMPLE: Avista     | Operating Expenses  | Utilities  | \$        | 90.91                            | \$ 9.09                                  | \$     | 100.  |
|                     |   |  | \$        | -                                | \$ -                                     | \$     | -     |
|                     |   |  | \$        | -                                | \$ -                                     | \$     | •     |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        |                                  | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     |   |  | \$        | -                                | \$ -                                     | \$     |       |
|                     | Total Curren  | t Expenses Requested this Period   | \$        | -                                | \$ -                                     | \$     | _     |

| Staff Expense Report |                              |  |  |      |  |      |  |      |  |      |                           |       |                           |
|----------------------|------------------------------|--|--|------|--|------|--|------|--|------|---------------------------|-------|---------------------------|
| Organization: VOA    |                              | Grant #:   | N/A                                      |      |  | С    | ity Clerk #:                           | OP   | R 2017-051                               | 3    |                           |       |                           |
| Prepared By:         |                              | Title:   |  |      |  |      | Date:                                  |      |  |      |                           |       |                           |
| Please               | complete the table for all S | STAFF expenses   | s for the rep                            | orte | d period. S                                  | Sign | ed timeshee                            | ts N | IUST be att                              | ache | ed.                       |       |                           |
| Name                 | Activity Funded              | Total Hours<br>Worked<br>(100% of time on<br>ALL activities) | Hours<br>Worked<br>on Listed<br>Activity | an   | tal Salary<br>d Fringe<br>paid to<br>mployee |      | Direct<br>Amount<br>Billed to<br>Grant | 4    | Indirect<br>Amount<br>Billed to<br>Grant |      | otal Billed<br>this Grant | Contr | atch<br>ibution<br>Period |
| Example: Doe, John   | Case Management              | 80.00  | 60.00                                    | \$   | 1,200.00                                     | \$   | 818.00                                 | \$   | 82.00                                    | \$   | 900.00                    | \$    | -                         |
| •                    |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | _  | \$   | _                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              | 1  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              | ļ  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      |                              |  |  | \$   | -  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |
|                      | Total Staff Expens           | ses Requested t  | his Period                               |      |  | \$   | -                                      | \$   | -  | \$   | -                         | \$    | -                         |

#### ATTACHMENT 2 - DEBARMENT CERTIFICATION

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

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.\
- 4. The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 6. I understand that a false statement of this certification may be grounds for termination of the Agreement.

| Volunteers of America  | Hope House Shelter            |
|--|-------------------------------|
| Name of Subrecipient / Grantee / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|  |                               |
| Name of Certifying Official (Type or Print)                              | Signature                     |
| Title of Certifying Official (Type or Print)                             | Date (Type or Print)          |

# Briefing Paper Spokane City Council

| Division & Department:  | Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department   |
|---|--|
| Subject:  | 2018-2019 Warming Center Agreements  |
| Date:   | December 17, 2018  |
| Author (email & phone):   | Cassi Brown (cbrown@spokanecity.org / ext. 6053)   |
| City Council Sponsor:   |  |
| Executive Sponsor:  | Kelly Keenan   |
| Committee(s) Impacted:  | Public Safety and Community Health   |
| Type of Agenda item:  | Consent Discussion Strategic Initiative  |
| Alignment: (link agenda item<br>to guiding document – i.e.,<br>Master Plan, Budget, Comp<br>Plan, Policy, Charter, Strategic<br>Plan)                                     | 2015-2020 Strategic Plan to End Homelessness and 2015-2020<br>Consolidated Plan for Community Development  |
| Strategic Initiative:   | Reduce Homelessness / Safe and Healthy   |
| Deadline:   | 12/17/2018   |
| Outcome: (deliverables, delivery duties, milestones to meet)  | Approval and authority to amend agreements with Family Promise, Volunteers of America, and Transitional Programs for Women to utilize the funds appropriated by City Council on November 12, 2018 (ORD C35706).  |
| Promise Open Doors Shelter) a   | ce No. C35706 allocating funds to expand services for families (Family nd women (VOA Hope House Shelter and Transitions Women's s for families and women became available in November.   |
| <ul> <li>(\$190,027), VOA Hope</li> <li>Family Promise Open E capacity from 50 to 80</li> <li>VOA Hope House and Texperiencing homeless through June 30, 2019.</li> </ul> | 3, City Council approved funds for Family Promise Open Doors House Shelter (\$17,904), and Transitions Women's Hearth (\$88,851). Doors expanded its emergency shelter operations for families increasing beds through March 2019. Transitions Women's Hearth expanded services for women sness to serve more women at all hours during the day and night seeks approval of the amendments with these three organizations. |
| Budget Impact: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu                                   |  |
| Operations Impact: Consistent with current operat Requires change in current ope Specify changes required: None Known challenges/barriers: No                             | erations/policy?   |



## **City of Spokane**

## AGREEMENT AMENDMENT F

Title: FAMILY PROMISE – 24/7 SHELTER PILOT

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("CITY"), a Washington municipal corporation, and **FAMILY PROMISE OF SPOKANE**, whose address is 631 South Richard Allen Court, Spokane, Washington, 99202 as ("**GRANTEE**").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the CITY the Family Promise – 24/7 Shelter Pilot; and

WHEREAS, a change or revision of the Work has been requested, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the Agreement documents; and

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

## 1. CONTRACT DOCUMENTS.

The original Agreement, dated December 9, 2016, Agreement Amendment A, dated February 21, 2017, Agreement Amendment B, dated April 12, 2017, Agreement Amendment C, dated June 23, 2017, Agreement Amendment D, dated January 8, 2018, Agreement Amendment E, dated May 15, 2018, and any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

#### 2. EFFECTIVE DATE.

This Agreement Amendment F shall become effective on November 12, 2018.

## 3. EXTENSION.

The Agreement documents are hereby extended and shall run through June 30, 2019.

## 4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **ONE HUNDRED NINETY THOUSAND TWENTY SEVEN AND NO/100 DOLLARS** (\$190,027.00) for everything furnished and done under this Amendment F which equates to a new total Agreement amount not to exceed **EIGHT HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED TWO AND NO/100 DOLLARS** (\$844,402.00) for everything furnished and done under the original Agreement and this Amendment F. This is the maximum amount to be paid under this Amendment F and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement, Agreement Amendment A, Agreement Amendment B, Agreement Amendment C, Agreement Amendment D, Agreement Amendment E, and this Amendment F document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 2} of the original Agreement):

| Line Item                                      | Amount    |
|--|-----------|
| 2017 Staffing and Operations                   | \$283,506 |
| 2017 Day Shelter Services Start-Up Costs       | \$14,207  |
| 2017 Overnight Shelter Services Start-Up Costs | \$5,860   |
| Subtotal                                       | \$303,573 |
| 2018-2019 Staffing and Operations              | \$540,829 |
| Subtotal                                       | \$540,829 |
| GRAND TOTAL                                    | \$844,402 |

#### 5. AMENDMENT.

SECTION NO. 6.H.2 - PAYMENT PROCEDURES. The original Agreement is amended as follows:

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment A Attachment 1 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be made on or before the 15<sup>th</sup> of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment A Attachment 1. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10<sup>th</sup> of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. Submit reimbursement requests no more than once a month to the CITY's Contract Representative designated on the Face Sheet of this Agreement either by mail to the address listed or by e-mail to chhsreports@spokanecity.org.

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the Face Sheet of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- c. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement Amendment by having legally-binding representatives affix their signatures below.

| FAMILY PROM | IISE OF SPOKANE | POKANE CITY OF SPOK |      |  |  |  |
|-------------|-----------------|---------------------|------|--|--|--|
| By          |                 | By                  |      |  |  |  |
| Signature   | Date            | Signature           | Date |  |  |  |

| Type or Print Name | Type or Print Name      |
|--------------------|-------------------------|
| Title              | Title                   |
| Attest:            | Approved as to form:    |
| City Clerk         | Assistant City Attorney |

Attachments that are part of this Agreement: Attachment 1 – REVISED Subrecipient Billing Form Attachment 2 – Debarment Certification

## ATTACHMENT 1 - REVISED SUBRECIPIENT BILLING FORM

## **Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports**

A reimbursement request, otherwise known as a bill, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

The voucher and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

| adjusted in the form(s).   |
|--|
| Completing the Grantee Billing Form:   |
| Name and address of your organization requesting reimbursement.  |
| Expense Period (should bill as monthly expenses, January, February, etc.)  |
| Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City. |
| Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The amount entered should reflect all previously requested amounts except the current monthly amount. This must be completed and updated each time you prepare the form to request reimbursement of expenses. (The documents' formulas will calculate totals and update remaining Budget Balance in Column D to ensure reconciliation and budget tracking for both the agency and the City).                               |
| Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or indirect expenses please send the allocation plan to the City for review and approval if it has not already been provided.   |
| Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.  |

## **Documentation Required for Billing Forms:**

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. 100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.

**Rent/Utilities** – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

**Supplies and Materials (all Goods)** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

**Equipment** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

**Other** – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the deminimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

| SPOKANE City of Spo  | City Clerk #                          | OPR 2016-0988   |                                       |   |  |  |  |  |
|--|---------------------------------------|---|---------------------------------------|---|--|--|--|--|
| Grantee Bi   | Vendor ID#                            | 035469  |                                       |   |  |  |  |  |
|  |                                       |   | FMS Acct #                            |   |  |  |  |  |
| SUBMIT BILLING   | TO:                                   |   | ent for materials, merchandise, a     |   |  |  |  |  |
| City of Spokar<br>Community, Housing, and Hun<br>808 W. Spokane Falls Bl<br>Spokane, WA 99 | nan Services Dept.<br>vd, 6th Floor   | complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source. |                                       |   |  |  |  |  |
| GRANTEE (Warrant is to b   | e payable to:)                        |   |                                       |   |  |  |  |  |
| Family Promise of S<br>631 S Richard Aller<br>Spokane, WA 99                               | n Court                               |   |                                       |   |  |  |  |  |
| Spokane, WA 99   | 7202                                  |   | Grantee Certification                 | 1                                       |  |  |  |  |
| Project/Program: 24/7 Shelter  |                                       | By: (SIGN IN INK)   |                                       |   |  |  |  |  |
| Award Number: N/A  |                                       |   |                                       |   |  |  |  |  |
| National Objective: N/A  |                                       | (TITLE) (DATE)  |                                       |   |  |  |  |  |
| Eligibility Code: N/A  |                                       |   |                                       |   |  |  |  |  |
| IDIS Activity ID: N/A  | (EMAIL ADDRESS)                       | (TELEPHONE NUMBER)  |                                       |   |  |  |  |  |
| Grant Term: 10/1/2016 - 6  | Billing date:                         |   |                                       |   |  |  |  |  |
| Indirect Cost Rate: N/A  | Expense Period:                       |   |                                       |   |  |  |  |  |
| EXPENSE Categories:  | <u>A</u><br>Grant<br>Budget           | <u>B</u><br>Current Expense<br>Request  | C<br>Total<br>Previously Requested    | <u>D</u><br>Grant<br>Balance<br>(A-B-C) |  |  |  |  |
| 2017 OPERATIONS  |                                       |   |                                       |   |  |  |  |  |
| Staffing and Operations  | \$ 283,506.00                         | \$ -  | \$ 286,726.30                         | \$ (3,220.30)                           |  |  |  |  |
| Day Shelter Start-Up Costs   | \$ 14,207.00                          | \$ -  | \$ 14,206.97                          | \$ 0.03                                 |  |  |  |  |
| Overnight Shelter Start-Up Costs   | \$ 5,860.00                           | -   | \$ 5,293.41                           | \$ 566.59                               |  |  |  |  |
| 2018 - 2019 OPERATIONS Staffing and Operations   | ¢ 540,920,00                          | Φ.  | ¢ 222 227 69                          | ¢ 219.401.22                            |  |  |  |  |
| GRAND TOTAL  | \$ 540,829.00<br><b>\$ 844,402.00</b> | \$ -<br>\$ -  | \$ 322,337.68<br><b>\$ 628,564.36</b> | \$ 218,491.32                           |  |  |  |  |
|  |                                       | , ,   | \$ 215,837.64                         |   |  |  |  |  |
| Contract Amo   |                                       | % Expended:   | 59.60%                                |   |  |  |  |  |
| Total Expended to D Contract   |                                       | 0/ Pamainina  | 40.40%                                |   |  |  |  |  |
| ← Check box if final   | φ 210,491.32                          | % Remaining:  | 40.40%                                |   |  |  |  |  |
| Check box ii linai   | request.                              | 1   | CHHS Approval:                        |   |  |  |  |  |

## ATTACHMENT 1 - REVISED SUBRECIPIENT BILLING FORM

| yee Expense Report     |   |  |  |  |           |
|------------------------|---|--|--|--|-----------|
| Organization: FPS      | Grant #:  | N/A  | City Clerk #:                          | OPR 2016-098                             | 8         |
| Prepared By:           | Title:  |  | Date:                                  |  |           |
| Please complete the ta | able for ALL (non-Staff) expenses f                                 | or the reported period. Copies of rec  | eipts and invoi                        | ces MUST be at                           | tached.   |
| Payee/Vendor Name      | Expense Category<br>(Support Services, Operating<br>Expenses, etc.) | Expenditure Type<br>(Rent, Maintenance,<br>Furnishings, Case Management<br>etc.) | Direct<br>Amount<br>Billed to<br>Grant | Indirect<br>Amount<br>Billed to<br>Grant | Total     |
| EXAMPLE: Avista        | Operating Expenses  | Utilities  | \$ 90.91                               | \$ 9.09                                  | \$ 100.00 |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        |   |  | \$ -                                   | \$ -                                     | \$ -      |
|                        | Total Curre   | nt Expenses Requested this Period  | \$ -                                   | \$ -                                     | \$ -      |

## ATTACHMENT 1 - REVISED SUBRECIPIENT BILLING FORM

| Staff Expense Report  |  |  |  |       |  |    |  |                        |          |                               |        |                                      |   |
|---|--|--|--|-------|--|----|--|------------------------|----------|-------------------------------|--------|--------------------------------------|---|
| Organization: FPS   |  | Grant #: N/A   |  |       | City Clerk #: OPR 2016-0988                  |    |  |                        |          |                               |        |                                      |   |
| Prepared By:  |  | Title:   |  | Date: |  |    |  |                        |          |                               |        |                                      |   |
| Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached. |  |  |  |       |  |    |  |                        |          |                               |        |                                      |   |
| Name  | Activity Funded                            | Total Hours<br>Worked<br>(100% of time on<br>ALL activities) | Hours<br>Worked<br>on Listed<br>Activity | an    | tal Salary<br>d Fringe<br>paid to<br>mployee | 1  | Direct<br>Amount<br>Billed to<br>Grant | mount Amount Billed to |          | Total Billed<br>to this Grant |        | Match<br>Contribution<br>this Period |   |
| Example: Doe, John  | Case Management                            | 80.00  | 60.00                                    | \$    | 1,200.00                                     | \$ | 818.00                                 | \$                     | 82.00    | \$                            | 900.00 | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  | 1  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  | 1  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  |  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$                                   | - |
|   |  | +  |  | \$    | -  | \$ | -                                      | \$                     | -        | \$                            | -      | \$<br>\$                             | - |
|   |  | 1  |  | \$    |  | \$ |  | \$                     | <u> </u> | \$                            |        | \$                                   | - |
|   |  | 1  |  | \$    | -  | \$ |  | \$                     | <u>-</u> | \$                            |        | \$                                   |   |
|   |  |  |  | \$    |  | \$ |  | \$                     | <u> </u> | \$                            |        | \$                                   | _ |
|   |  |  |  | \$    |  | \$ | <u>-</u>                               | \$                     |          | \$                            |        | \$                                   | _ |
|   | Total Staff Expenses Requested this Period |  |  |       | \$   |    | \$                                     |                        | \$       | _                             | \$     | -                                    |   |
| <u> </u>  | Total Stall Expens                         | co requesicu i   | 1115 I CI 10U                            |       |  | Ψ  |  | Ψ                      |          | Ψ                             |        | Ψ                                    |   |

#### ATTACHMENT 2 - DEBARMENT CERTIFICATION

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

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.\
- 4. The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 6. I understand that a false statement of this certification may be grounds for termination of the Agreement.

| Family Promise of Spokane  | 24/7 Shelter                  |
|--|-------------------------------|
| Name of Subrecipient / Grantee / Contractor / Consultant (Type or Print) | Program Title (Type or Print) |
|  |                               |
| Name of Certifying Official (Type or Print)                              | Signature                     |
| Title of Certifying Official (Type or Print)                             | Date (Type or Print)          |

# Briefing Paper SUSTAINABLE RESOURCES COMMITTEE

| Division & Department:   | Finance   |  |  |  |  |  |
|--|---|--|--|--|--|--|
| Subject:   | SBO - Admission Tax Proceeds to Arts per SMC 08.03.122  |  |  |  |  |  |
| Date:  | 12/5/2018   |  |  |  |  |  |
| Contact (email & phone):   | cmarchand@spokanecity.org; 625-6369                     |  |  |  |  |  |
|  | (Crystal Marchand, Director of Management and Budget)   |  |  |  |  |  |
| City Council Sponsor:  |   |  |  |  |  |  |
| Executive Sponsor:   | Crystal Marchand  |  |  |  |  |  |
| Committee(s) Impacted:   | Sustainable Resources Committee                         |  |  |  |  |  |
| Type of Agenda item:   | Consent Discussion Strategic Initiative                 |  |  |  |  |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)  | Budget  |  |  |  |  |  |
| Strategic Initiative:  | N/A   |  |  |  |  |  |
| Deadline:  | December 2018   |  |  |  |  |  |
| Outcome: (deliverables, delivery duties, milestones to meet)   | Increase Budget in Asset Management for Funding to Arts |  |  |  |  |  |
| <u>Background/History:</u> SMC 08.03.122 established annual funding to the Arts from Admission Tax revenues. In the 2018 Budget, the funding level was inadvertently not adjusted based upon the defined contribution level in the Code.   |   |  |  |  |  |  |
| Executive Summary:  This SBO increases expense budget capacity in the General Fund to facilitate moving the appropriate level of Admission Tax revenues to the Arts and increases expense budget capacity in the Asset Management Fund to facilitate expenditures to the Arts as defined in the SMC. |   |  |  |  |  |  |
| Budget Impact: Approved in current year budget? Annual/Reoccurring expenditure? If new, specify funding source: Other budget impacts:  |   |  |  |  |  |  |
| Operations Impact:  Consistent with current operations/policy?  Requires change in current operations/policy?  Specify changes required: n/a  Known challenges/barriers: n/a   |   |  |  |  |  |  |

#### **ORDINANCE C35729**

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund and the Asset Management 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 General Fund and the Asset Management Fund, and the budget annexed thereto with reference to the General Fund and the Asset Management Fund, the following changes be made:

| F     | FROM: | 0020-88100<br>99999-31811 | General Fund<br>Admission Taxes                          | \$ 41.903        |
|-------|-------|---------------------------|--|------------------|
| TO:   |       | 0980-89000<br>97183-80101 | General Fund Transfer-Out to Asset Management            | \$ 41,903        |
| FROM: |       | 5900-53210<br>99999-39710 | Asset Management - Arts<br>Transfer-In from General Fund | <u>\$ 41,903</u> |
| TO:   |       | 5900-53210<br>73200-54201 | Asset Management - Arts<br>Contractual Services          | <u>\$ 41,903</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 budget for additional funding to the Arts based on SMC 08.03.122, 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:      |                     |       |
| Assis                     | stant City Attorney |       |
|                           |                     |       |
|                           | <del></del>         | D. L. |
| Mayor                     |                     | Date  |
|                           |                     |       |
| Effective Date            | <del></del>         |       |
| Ellective Date            |                     |       |

| SPOKANE Agenda Sheet      | <b>Date Rec'd</b>              | 12/5/2018           |                 |
|---------------------------|--------------------------------|---------------------|-----------------|
| 12/17/2018                | Clerk's File #                 | ORD C35721          |                 |
|                           |                                | Renews #            |                 |
| <b>Submitting Dept</b>    | PLANNING                       | Cross Ref #         |                 |
| <b>Contact Name/Phone</b> | LOUIS MEULER 625-6096          | Project #           |                 |
| Contact E-Mail            | LMEULER@SPOKANECITY.ORG        | Bid #               |                 |
| Agenda Item Type          | Emergency Ordinance            | Requisition #       |                 |
| Agenda Item Name          | 0650 - EMERGENCY ORDINANCE AME | NDING EXISTING CITY | ORDINANCE A.204 |

#### **Agenda Wording**

Emergency Ordinance amending existing City Ordinance A. 204 to allow for relocating BNSF railroad to facilitate construction of the North Spokane Corridor

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

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. To make room for the North Spokane Corridor, the existing BNSF railroad tracks are being moved to the west of the existing tracks. This amended ordinance allows for the railroad to cross Euclid Avenue in the new alignment.

|                          | 61 1-1 13      | NO           |                             |                  |  |  |
|--------------------------|----------------|--------------|-----------------------------|------------------|--|--|
| Fiscal Impact            | Grant related? | NO           | Budget Account              |                  |  |  |
|                          | Public Works?  | NO           |                             |                  |  |  |
| Neutral \$               |                |              | #                           |                  |  |  |
| Select \$                |                |              | #                           |                  |  |  |
| Select \$                |                |              | #                           |                  |  |  |
| Select \$                |                |              | #                           |                  |  |  |
| <b>Approvals</b>         |                |              | <b>Council Notification</b> | <u>ıs</u>        |  |  |
| Dept Head                | TRAUTIV        | IAN, HEATHER | Study Session               |                  |  |  |
| <b>Division Director</b> | KINDER,        | DAWN         | <u>Other</u>                | Urban Experience |  |  |
|                          |                |              |                             | 12/17/18         |  |  |
| <u>Finance</u>           | ORLOB,         | KIMBERLY     | <b>Distribution List</b>    |                  |  |  |
| <u>Legal</u>             | RICHMA         | N, JAMES     | Imeuler@spokanecity.org     |                  |  |  |
| For the Mayor            | ORMSBY         | , MICHAEL    | sbishop@spokanecity.org     |                  |  |  |
| <b>Additional App</b>    | <u>rovals</u>  |              | jrichman@spokanecity.org    |                  |  |  |
| Purchasing               |                |              | htrautman@spokanecity.org   |                  |  |  |
| CITY COUNCIL             | MCDANI         | EL, ADAM     | dkinder@spokanecity.org     |                  |  |  |
|                          |                |              |                             |                  |  |  |
|                          |                |              |                             |                  |  |  |

# Briefing Paper Urban Experience Committee

| Division &                                    | Business & Development / Planning and Developer Services   |  |  |  |  |
|---|--|--|--|--|--|
| Department:                                   |  |  |  |  |  |
| Subject:                                      | Emergency Ordinance amending existing City Ordinance A. 204 to allow for   |  |  |  |  |
|   | relocating BNSF railroad to facilitate construction of the North Spokane   |  |  |  |  |
|   | Corridor   |  |  |  |  |
| Date:   | For Council Hearing on December 17, 2018   |  |  |  |  |
| Author (email &                               | Louis Meuler (Imeuler@spokanecity.org, 625-6096)   |  |  |  |  |
| phone):                                       | James Richman ( <u>irichman@spokanecity.org</u> , 625-6238)  |  |  |  |  |
| City Council                                  |  |  |  |  |  |
| Sponsor:                                      |  |  |  |  |  |
| Executive Sponsor:                            |  |  |  |  |  |
| Committee(s)                                  | Urban Experience / Public Infrastructure   |  |  |  |  |
| Impacted:                                     |  |  |  |  |  |
| Type of Agenda                                | Consent Discussion Strategic Initiative  |  |  |  |  |
| item:   |  |  |  |  |  |
| Alignment: (link                              | Washington State Connecting Washington Transportation Funding Package  |  |  |  |  |
| agenda item to guiding                        | Washington State North Spokane Corridor Project Website:   |  |  |  |  |
| document – i.e., Master                       | http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm  |  |  |  |  |
| Plan, Budget , Comp                           | and  |  |  |  |  |
| Plan, Policy, Charter,<br>Strategic Plan)     | www.NSCPlace.com   |  |  |  |  |
| Strategic Initiative:                         |  |  |  |  |  |
| Deadline:                                     |  |  |  |  |  |
| Outcome:                                      | Council approval of emergency ordinance amending Ordinance A. 204 allowing   |  |  |  |  |
| (deliverables, delivery                       | for the BNSF railroad to be relocated further west of the existing Euclid Avenue   |  |  |  |  |
| duties, milestones to                         | crossing to make room for the North Spokane Corridor alignment.  |  |  |  |  |
| meet)   | a construction of the cons |  |  |  |  |
| Background/History:                           |  |  |  |  |  |
| The North Spokane Cori                        | ridor has been funded for construction as a part of the Washington State   |  |  |  |  |
|   | transportation package. To make room for the North Spokane Corridor, the   |  |  |  |  |
| _   | racks are being moved to the west of the existing tracks. This amended   |  |  |  |  |
| ordinance allows for the                      | e railroad to cross Euclid Avenue in the new alignment.  |  |  |  |  |
| Executive Summary:                            |  |  |  |  |  |
|   | Ordinance allows for a shorter ordinance effective date to facilitate the  |  |  |  |  |
|   | neline and minimize disruption to the City's transportation system.  |  |  |  |  |
|   |  |  |  |  |  |
| Budget Impact:                                |  |  |  |  |  |
| Approved in current year budget? Yes No       |  |  |  |  |  |
| Annual/Reoccurring expenditure? Yes No        |  |  |  |  |  |
| If new, specify funding source:               |  |  |  |  |  |
|   | revenue generating, match requirements, etc.)  |  |  |  |  |
| Operations Impact:                            | , , , , , , , , , , , , , , , , , ,  |  |  |  |  |
| Consistent with current operations/policy?    |  |  |  |  |  |
| Requires change in current operations/policy? |  |  |  |  |  |
| Specify changes require                       |  |  |  |  |  |

#### ORDINANCE NO. C35721

An ordinance relating to the right to construct, maintain, and operate a railway upon and across streets and alleys in Northeast areas of the City of Spokane, amending a portion of the route and alignment approved in Ordinance A. 204, and declaring an emergency.

Whereas, on or about May 10, 1892, the City Council adopted Ordinance A. 204 granting to the Saint Paul, Minneapolis and Manitoba Railway Company (the "Railway"), including its successor and assigns, the right to construct, maintain, and operate its railway upon and across streets and alleys in the City of Spokane following, substantially, the route and alignment indicated upon a map or plat of said alignment that was to be filed with the City Clerk; and

Whereas, BNSF Railway subsequently acquired the Railway's rights of way and is a successor to the Railway under Ordinance A. 204; and

Whereas, in connection with development and construction of the North Spokane Corridor, BNSF Railway, at the request of the Washington State Department of Transportation, is realigning a portion of its railway in Northeast Spokane, as depicted in the attached Exhibit A, and has asked the City to amend Ordinance A. 204 to reflect the new route and alignment of its railway corridor in this area of Northeast Spokane only;

The City of Spokane does ordain:

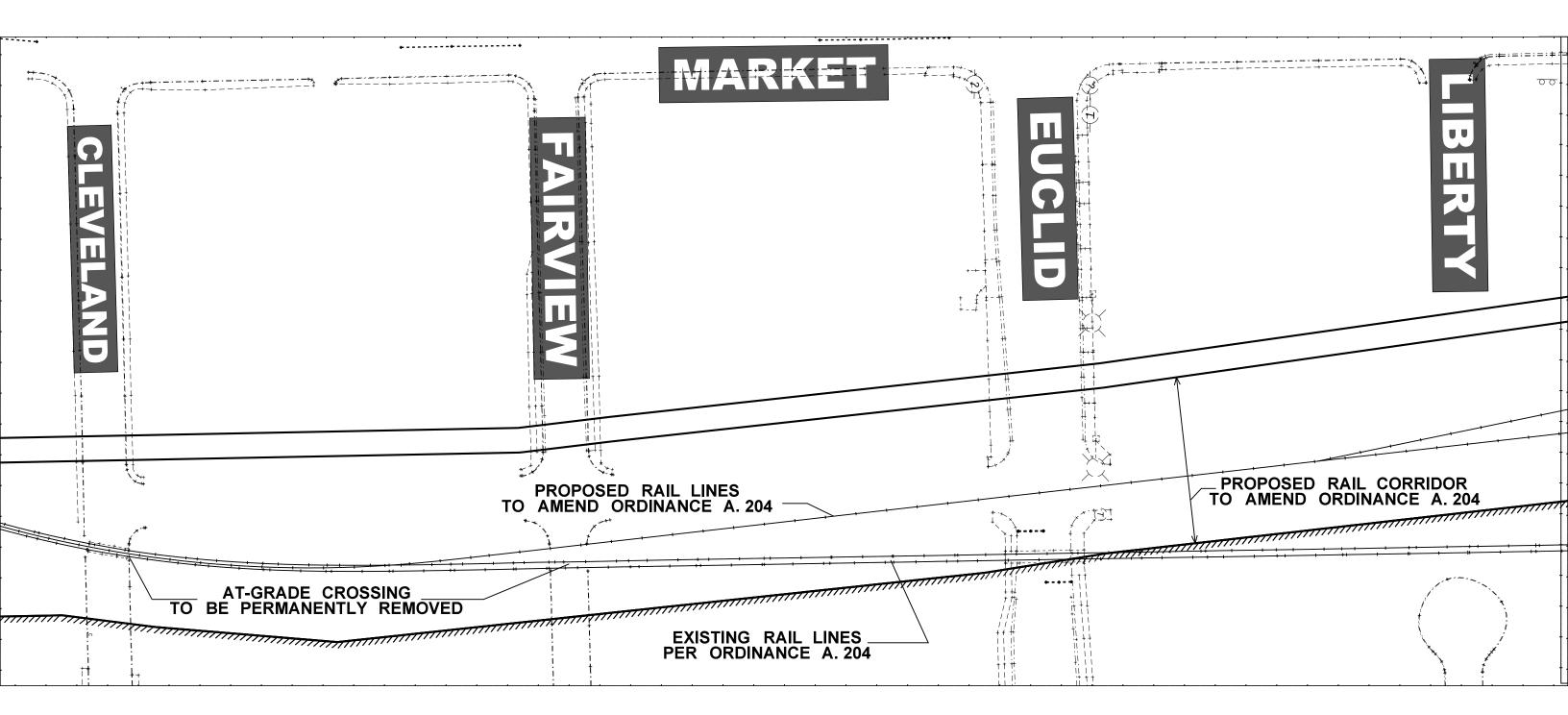
Section 1. That route and alignment approved by the City in Ordinance A. 204 is hereby amended between Wellesley Avenue on the North and Cleveland Avenue on the South, as depicted in attached Exhibit A. A more detailed description of the railway's route and alignment at Euclid Avenue is depicted in Exhibit B. All other locations of the route and alignment throughout the City of Spokane as approved under Ordinance A. 204 and all other general terms and conditions of Ordinance A. 204 are hereby affirmed and shall remain unchanged as set forth therein.

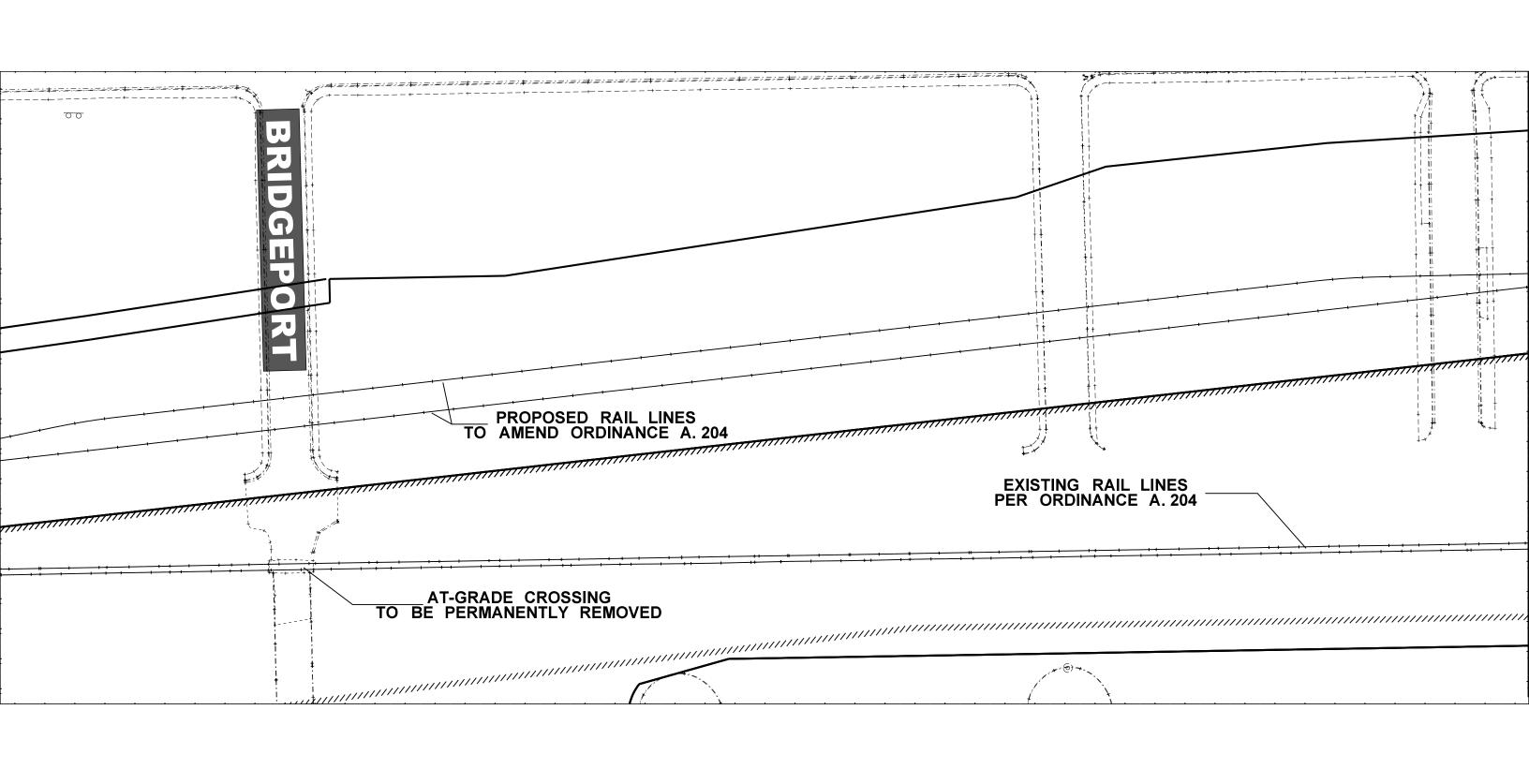
Section 2. The City Council finds that this ordinance, passed by a majority plus one of the whole membership of the City Council as an emergency ordinance is necessary for the public health, safety and welfare and for the immediate support of City government and its existing public institutions, and shall be effective immediately upon its passage.

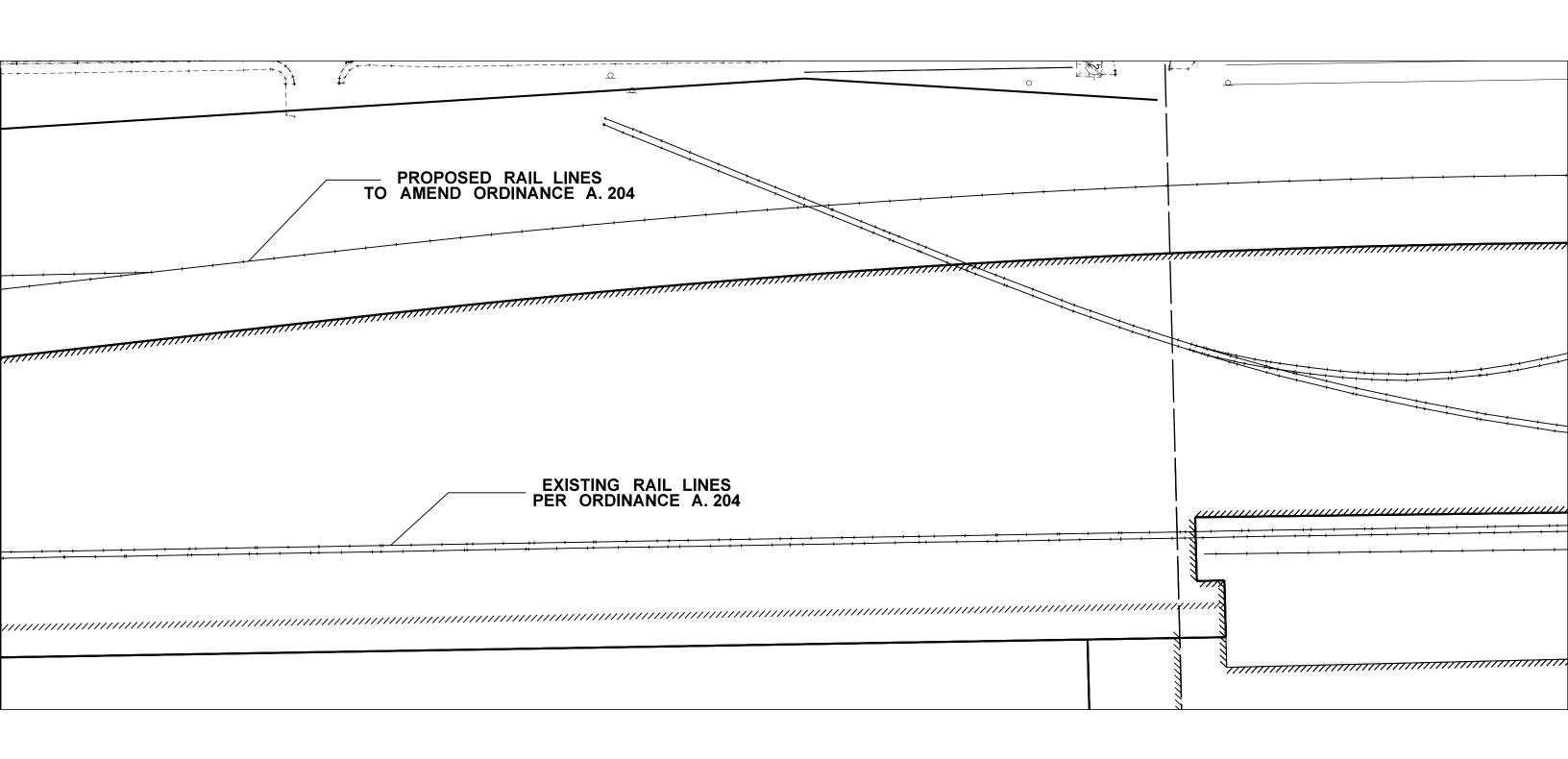
| Passed by the City Coun | cil on                  |
|-------------------------|-------------------------|
|                         | Council President       |
| Attest:                 | Approved as to form:    |
| City Clerk              | Assistant City Attorney |
| Mayor                   | Date                    |
|                         | Effective Date          |

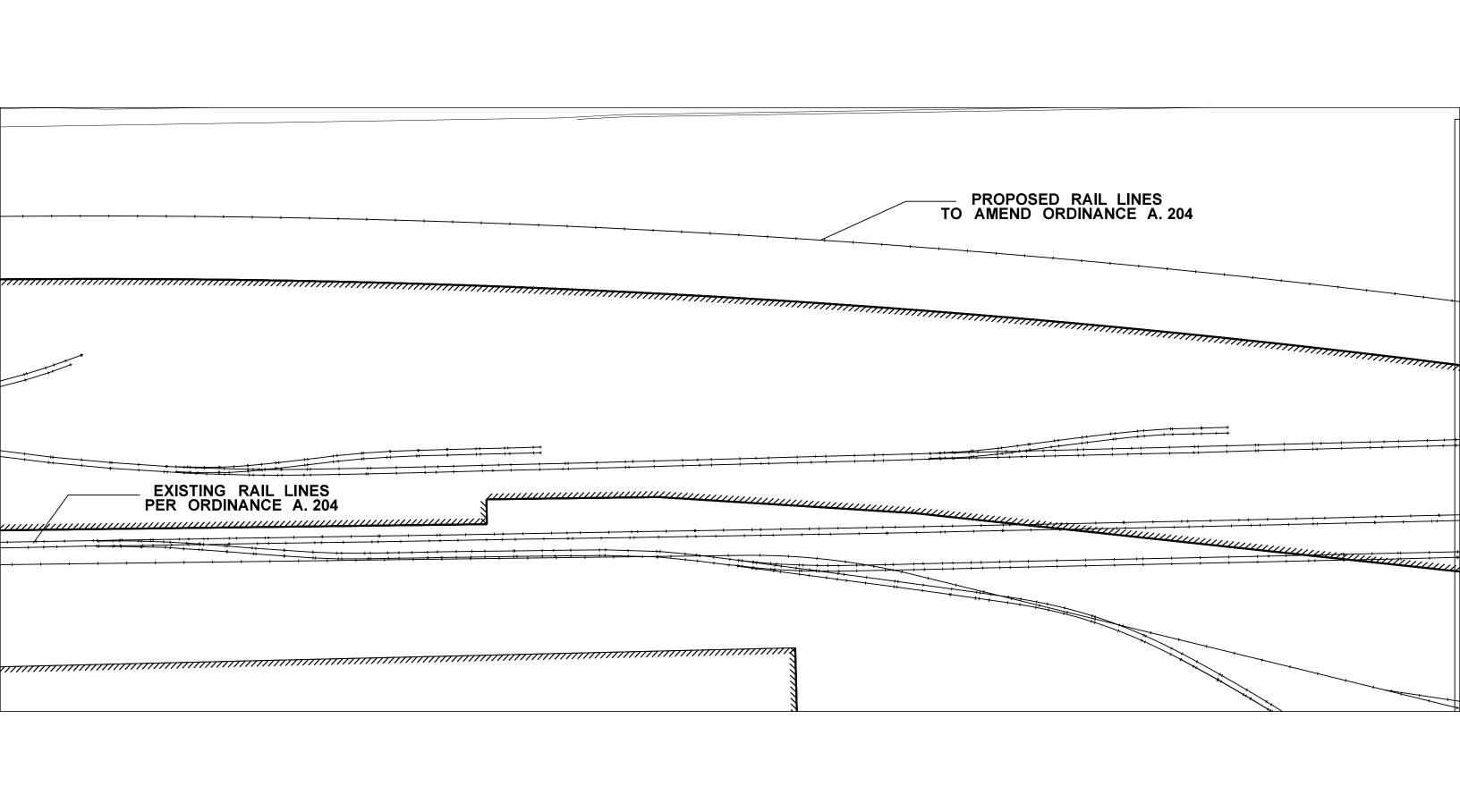
# Exhibit A Map of Amended Railway Alignment

# Exhibit B Description of Euclid Crossing









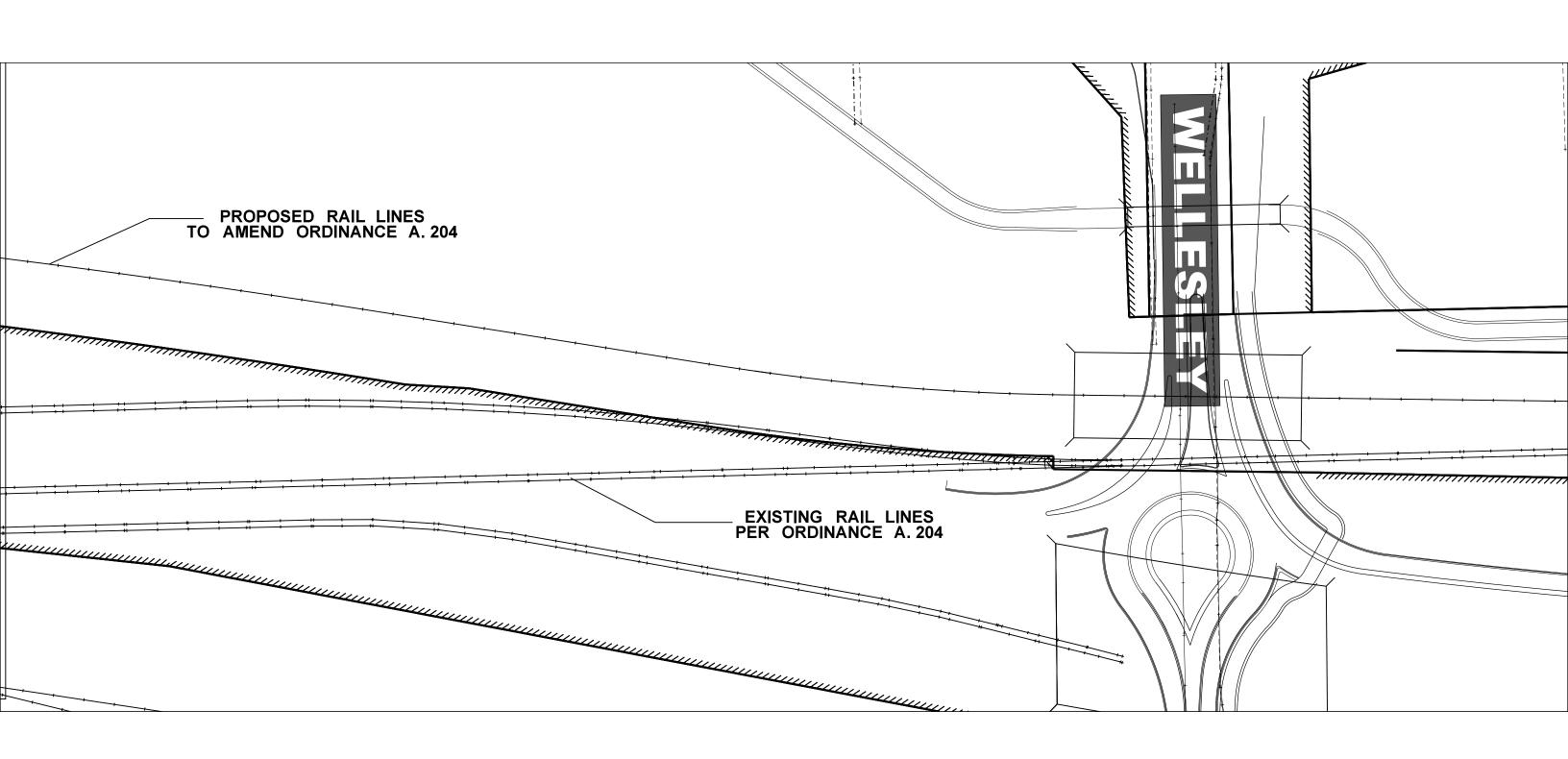


Exhibit B

#### **DESCRIPTION OF PROPOSED EUCLID CROSSING**

That portion of EUCLID AVENUE right of way, described as follows:

**BEGINNING** at the intersection of the centerline of vacated Greene street, as per Ordinance No. C35678 recorded under Auditor's File Number 6750513, with the South Right of Way line of Euclid Avenue;

Thence South 87°22'53" West, along said South Right of Way line, a distance of 71.99 feet;

Thence North 07°23'09" West a distance of 100.33 feet to the North Right of Way line of said Euclid Avenue;

Thence North 87°22'53" East, along said North Right of Way line, a distance of 134.52 feet;

Thence South 10°11′52" East a distance of 100.86 feet to said South Right of Way line;

Thence South 87°22′53" West, along said South Right of Way line, a distance of 67.49 feet to the **POINT OF BEGINNING**;

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

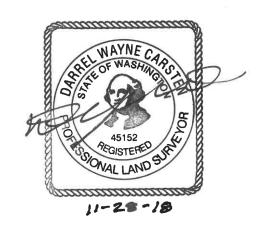
Containing 13,698 Square Feet or 0.314 acres, more or less.

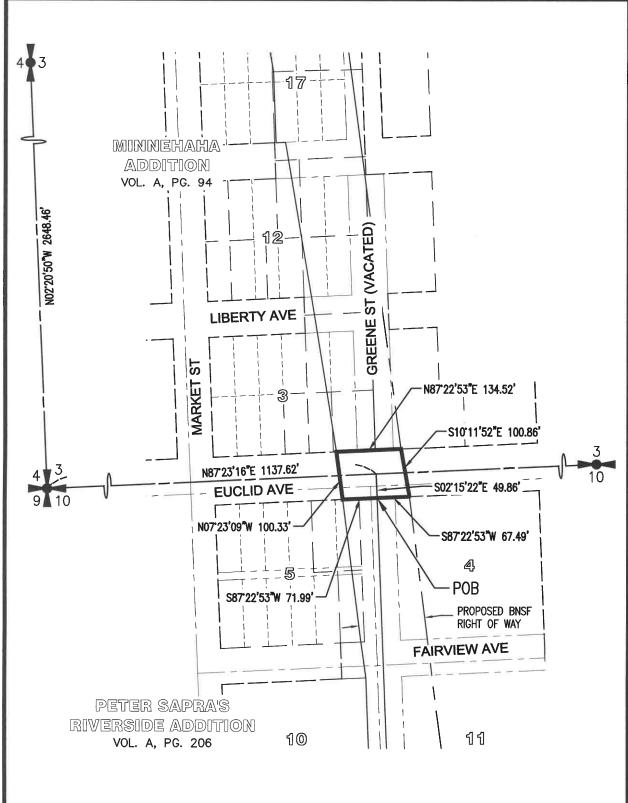
Prepared by Parametrix, Inc.

On: 11/28/2018 ~

By: Jason N. MacLeod, LSIT

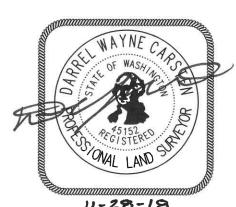
Checked By: Darrel W. Carsten, PLS



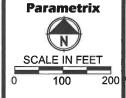


#### **SURVEY NOTE:**

THE PURPOSE OF THIS EXHIBIT MAP IS TO ACCOMPANY A LAND DESCRIPTION INTENDED TO DEFINE A PROPOSED EASEMENT OR NEW CITY ORDINANCE GRANTING BNSF RAILWAY COMPANY RIGHTS ACROSS EUCLID AVENUE.



11-28-18



**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION SPOKANE, WASHINGTON** 

DATE: NOVEMBER 28, 2018

**EXHIBIT MAP EUCLID CROSSING ALTA** 

AREA: 13,698 SF (0.314 ACRES)

SEC. 3 & 10, T. 25 N, R. 43 E, W.M.

FILE: SP3741631116PAC01V-ALTA-EUCLID-EXHIBIT.DWG

| SPOKANE Agenda Sheet      | for City Council Meeting of:    | Date Rec'd         | 12/5/2018     |
|---------------------------|---------------------------------|--------------------|---------------|
| 12/17/2018                | Clerk's File #                  | ORD C35722         |               |
|                           |                                 | Renews #           |               |
| <b>Submitting Dept</b>    | PLANNING                        | Cross Ref #        |               |
| <b>Contact Name/Phone</b> | LOUIS MEULER 625-6096           | Project #          |               |
| Contact E-Mail            | LMEULER@SPOKANECITY.ORG         | Bid #              |               |
| Agenda Item Type          | Emergency Ordinance             | Requisition #      |               |
| Agenda Item Name          | 0650 - EMERGENCY ORDINANCE AMEN | NDING STREET VACAT | ION ORDINANCE |
|                           | C35678                          |                    |               |

#### **Agenda Wording**

WSDOT North Spokane Corridor Project - Adoption of language to release existing utility easements within recently vacated streets when utility licenses with BNSF are completed.

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

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. The City vacated certain City right-of-ways that were needed to support the construction of the North Spokane Corridor, but retained easements for City and AVISTA utilities. The City and AVISTA are obtaining utility licenses from BNSF for existing and future utility needs and the easements are now no longer needed.

| Fiscal Impact            | Grant related? | NO           | <b>Budget Account</b>       |                  |
|--------------------------|----------------|--------------|-----------------------------|------------------|
|                          | Public Works?  | YES          |                             |                  |
| Neutral \$               |                |              | #                           |                  |
| Select \$                |                |              | #                           |                  |
| Select \$                |                |              | #                           |                  |
| Select \$                |                |              | #                           |                  |
| Approvals                |                |              | <b>Council Notification</b> | <u>IS</u>        |
| Dept Head                | TRAUTIV        | IAN, HEATHER | Study Session               |                  |
| <b>Division Director</b> | KINDER,        | DAWN         | <u>Other</u>                | Urban Experience |
|                          |                |              |                             | 12/17/18         |
| <u>Finance</u>           | ORLOB,         | KIMBERLY     | <b>Distribution List</b>    |                  |
| <u>Legal</u>             | RICHMA         | N, JAMES     | Imeuler@spokanecity.org     |                  |
| For the Mayor            | ORMSBY         | , MICHAEL    | sbishop@spokanecity.org     |                  |
| <b>Additional App</b>    | rovals         |              | htrautman@spokanecity.org   |                  |
| Purchasing               |                |              | dkinder@spokanecity.org     |                  |
| CITY COUNCIL             | MCDANI         | EL, ADAM     | edjohnson@spokanecity.o     | org              |
|                          |                |              | ebrown@spokanecity.org      |                  |
|                          |                |              | smsimmons@spokanecity.org   |                  |

## **Briefing Paper Urban Experience Committee**

| Division &   |  |  |  |  |  |
|--|--|--|--|--|--|
| Department:  |  |  |  |  |  |
| Subject:   | WSDOT North Spokane Corridor Project – Adoption of language to release   |  |  |  |  |
|  | existing utility easements within recently vacated streets when utility licenses   |  |  |  |  |
|  | with BNSF are completed.   |  |  |  |  |
| Date:  | For Council Hearing on December 17, 2018   |  |  |  |  |
| Author (email &  | Eldon Brown (ebrown@spokanecity.org, 625-6305)   |  |  |  |  |
| phone):  | Louis Meuler (Imeuler@spokanecity.org, 625-6096)   |  |  |  |  |
| City Council   |  |  |  |  |  |
| Sponsor:   |  |  |  |  |  |
| <b>Executive Sponsor:</b>  |  |  |  |  |  |
| Committee(s)   | Urban Experience / Public Infrastructure   |  |  |  |  |
| Impacted:  |  |  |  |  |  |
| Type of Agenda   | Consent Discussion Strategic Initiative  |  |  |  |  |
| item:  |  |  |  |  |  |
| Alignment: (link   | Washington State Connecting Washington Transportation Funding Package  |  |  |  |  |
| agenda item to guiding   | Washington State North Spokane Corridor Project Website:   |  |  |  |  |
| document – i.e., Master  | http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm  |  |  |  |  |
| Plan, Budget , Comp  | and  |  |  |  |  |
| Plan, Policy, Charter,   | www.NSCPlace.com   |  |  |  |  |
| Strategic Plan) Strategic Initiative:  |  |  |  |  |  |
|  |  |  |  |  |  |
| Deadline:  |  |  |  |  |  |
| •  |  |  |  |  |  |
| Outcome:   | Council approval of an emergency ordinance amending Street Vacation  |  |  |  |  |
| (deliverables, delivery  | Ordinance C35678 adopting language allowing for the release of utility   |  |  |  |  |
| (deliverables, delivery duties, milestones to  |  |  |  |  |  |
| (deliverables, delivery duties, milestones to meet)  | Ordinance C35678 adopting language allowing for the release of utility   |  |  |  |  |
| (deliverables, delivery duties, milestones to meet)  Background/History:   | Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.  |  |  |  |  |
| (deliverables, delivery duties, milestones to meet)  Background/History: The North Spokane Corr  | Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.  |  |  |  |  |
| (deliverables, delivery duties, milestones to meet)  Background/History: The North Spokane Corr Connecting Washington  | Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.  ridor has been funded for construction as a part of the Washington State transportation package. The City vacated certain City right-of-ways that were  |  |  |  |  |
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| (deliverables, delivery duties, milestones to meet)  Background/History: The North Spokane Corr Connecting Washington needed to support the CAVISTA utilities. The Cit   | Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.  ridor has been funded for construction as a part of the Washington State transportation package. The City vacated certain City right-of-ways that were construction of the North Spokane Corridor, but retained easements for City and y and AVISTA are obtaining utility licenses from BNSF for existing and future  |  |  |  |  |
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| (deliverables, delivery duties, milestones to meet)  Background/History: The North Spokane Corn Connecting Washington needed to support the CAVISTA utilities. The Cit utility needs and the east   Executive Summary:  • An Emergency Construction time  Budget Impact: Approved in current year Annual/Reoccurring explif new, specify funding states.   | Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.  Fidor has been funded for construction as a part of the Washington State transportation package. The City vacated certain City right-of-ways that were construction of the North Spokane Corridor, but retained easements for City and y and AVISTA are obtaining utility licenses from BNSF for existing and future sements are now no longer needed.  Ordinance allows for a shorter ordinance effective date to facilitate the neline and minimize disruption to the City's transportation system.  Ordinance C35678 adopting language allowing for the release of utility easements are now state.  |  |  |  |  |
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| (deliverables, delivery duties, milestones to meet)  Background/History: The North Spokane Corn Connecting Washington needed to support the CAVISTA utilities. The Cit utility needs and the east   Executive Summary:  • An Emergency Construction time  Budget Impact: Approved in current year Annual/Reoccurring explif new, specify funding states.   | Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.  Tidor has been funded for construction as a part of the Washington State transportation package. The City vacated certain City right-of-ways that were construction of the North Spokane Corridor, but retained easements for City and y and AVISTA are obtaining utility licenses from BNSF for existing and future sements are now no longer needed.  Ordinance allows for a shorter ordinance effective date to facilitate the meline and minimize disruption to the City's transportation system.  Ordinance Callows for a shorter ordinance effective date to facilitate the meline and minimize disruption to the City's transportation system.   |  |  |  |  |
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| (deliverables, delivery duties, milestones to meet)  Background/History: The North Spokane Corn Connecting Washington needed to support the CAVISTA utilities. The Cit utility needs and the east Executive Summary:  • An Emergency Canada construction time  Budget Impact: Approved in current year Annual/Reoccurring explication of the construction  | Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.  Indidor has been funded for construction as a part of the Washington State transportation package. The City vacated certain City right-of-ways that were construction of the North Spokane Corridor, but retained easements for City and y and AVISTA are obtaining utility licenses from BNSF for existing and future sements are now no longer needed.  Ordinance allows for a shorter ordinance effective date to facilitate the neline and minimize disruption to the City's transportation system.  Ordinance allows for a shorter ordinance effective date to facilitate the neline and minimize disruption to the City's transportation system.  Ordinance allows for a shorter ordinance effective date to facilitate the neline and minimize disruption to the City's transportation system. |  |  |  |  |

City of Spokane Planning & Development Services 808 West Spokane Falls Blvd. Spokane, WA 99201-3343 (509) 625-6700

#### ORDINANCE NO. C35722

An ordinance <u>amending ordinance NO. C35678</u> vacating various right-of-ways in the City of Spokane to facilitate construction of the North Spokane Corridor; and declaring an emergency.

WHEREAS, pursuant to Resolution 2018-0072, the City Council initiated the vacation of portions of right-of-ways more particularly described below, and a hearing has been held on the resolution before the City Council as provided by RCW 35.79; and

WHEREAS, the Washington State Department of Transportation has agreed to and is committed to closing the vacated right-of-ways to City standards during construction of the North Spokane Corridor; and

WHEREAS, it is anticipated that the Washington State Department of Transportation (WSDOT) will deliver to Burlington Northern Santa Fe Railroad (BNSF) a deed transferring and conveying fee simple interest in the rights of way vacated by this Ordinance (Deed). It is anticipated the Deed will be recorded in the records of Spokane County. It is further anticipated that simultaneous with the recording of the Deed, BNSF will deliver fully executed license agreements, in form and substances acceptable to the City, authorizing the City of Spokane and its franchisees to construct, operate, maintain, repair, and replace public utilities and services within the vacated rights of way (Licenses). The Licenses terms shall be agreed upon by all parties before the City's acceptance. Upon BNSF's delivery of the Licenses to the City of Spokane and the City's franchisees (which is anticipated to occur simultaneous with WSDOT's delivery of the Deed to BNSF), the easements reserved in this Ordinance shall terminate with respect to the property described in the Deed.

WHEREAS, it is necessary for the City to adopt this ordinance as an emergency ordinance to enable it to be effective immediately upon passage to limit disruption to the City arterial system and facilitate the construction timeline of the many projects needed to complete the North Spokane Corridor; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the following right-of-ways are hereby vacated. Parcel numbers not assigned.

That portion of the northwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Hoffman Avenue from the east right-of-way line of Market Street to the west line of the existing Burlington Northern Santa Fe Railroad (BNSF) right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766.

#### Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Gordon Avenue from the east right-of-way line of Market Street to the west right-of-way line of Greene Street.

#### Together with:

That portion of the northwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Lacrosse Avenue from the east right-of-way line of Market Street to the west line of existing Burlington Northern Santa Fe Railroad (BNSF) railroad right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766.

#### Together with:

Portions of the northwest and southwest quarters of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Garland Avenue from a line that is 32 feet east of and parallel to the east right-of-way of Market Street, to the west line of the existing Burlington Northern Santa Fe Railroad (BNSF) right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766

#### Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Glass Avenue from the east right-of-way line of Market Street to the west right-of-way line of Greene Street.

#### Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Garnet Avenue between a line and the center of the right-of-way of Greene Street. Said line described as a line connecting the south-east corner of Lot 7, Block 31, of Minnehaha Addition (AFN3100500) and the north-west corner of the Washington State Department of Transportation owned portion of Lot 5, Block 26 of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500.

#### Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Bridgeport Avenue from the west line of Lot 10, Block 17, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the center of the right-of-way line of Greene Street.

#### Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Liberty Avenue from the west line of Lot 2, Block 3, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the east right-of-way line of Greene Street.

#### Together with:

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Fairview Avenue from the west line of Lot 12, Block 5, of Minnehaha-Peter Sapra's Addition, as recorded with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Ralph Street.

#### Together with:

Those portions of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

The west half of Greene Street from the north right-of-way line of Garnet Avenue to the south right-of-way line of Bridgeport Avenue, and Greene Street from the south right-of-way line of Bridgeport Avenue to the north right-of-way line of Euclid Avenue

#### Together with

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Cleveland Avenue from the west right-of-way line of Greene Street to the west right-of-way line of Ralph Street:

#### Together with:

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:

Greene Street from the south right-of-way line of Euclid Avenue to the south right-of-way line of Cleveland Avenue.

Section 2. An easement is reserved and retained over and through Greene Street from the south right-of-way line of Euclid Avenue to the south right-of-way line of Cleveland Avenue, for Avista Utilities and the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 3. An easement is reserved and retained over and through Greene Street from the south right-of-way line of Bridgeport Avenue to the north right-of-way line of Euclid Avenue, for Avista Utilities to protect existing utilities.

Section 4. An easement is reserved and retained over and through Lacrosse Avenue from the east right-of-way line of Market Street to the west line of existing Burlington Northern Santa Fe Railroad (BNSF) railroad right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766 for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 5. An easement is reserved and retained over and through Bridgeport Avenue from the west line of Lot 10, Block 17, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the center of the right-of-way line of Greene Street for the City of Spokane and Avista Utilities for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

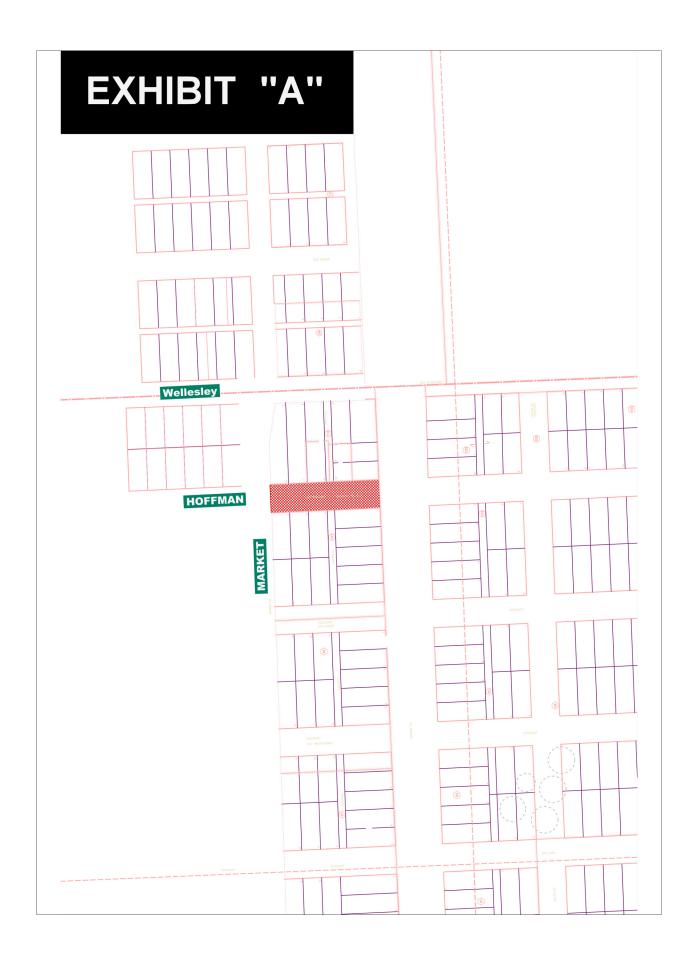
Section 6. An easement is reserved and retained over and through Liberty Avenue from the west line of Lot 2, Block 3, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Greene Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

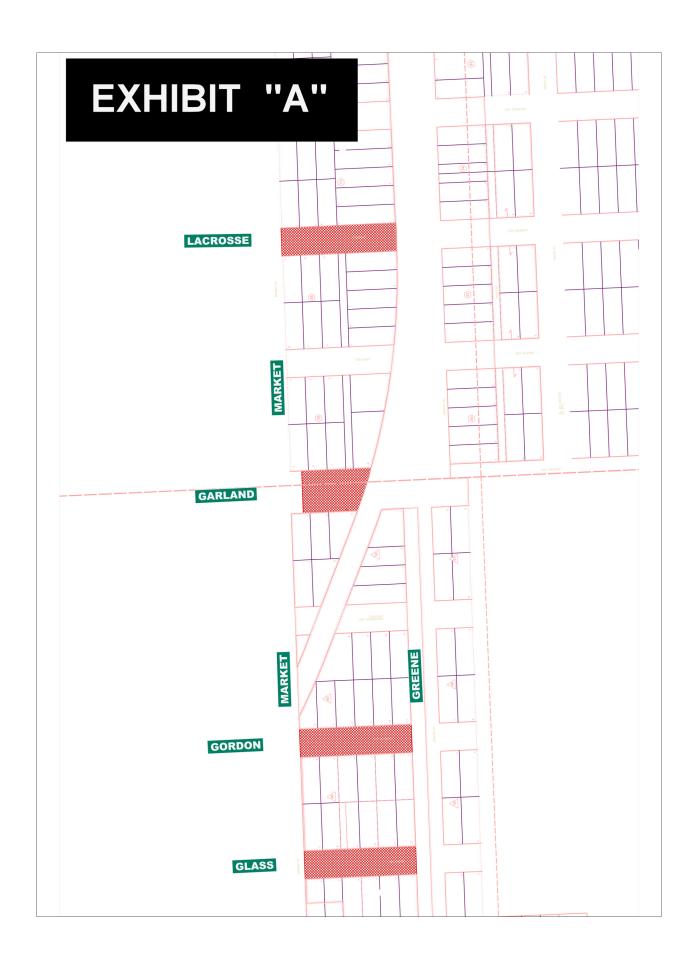
Section 7. An easement is reserved and retained over and through Fairview Avenue from the west line of Lot 10, Block 5, of <u>Peter Sapra's</u> Addition, <u>as recorded</u> with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Ralph Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 8. An easement is reserved and retained over and through Cleveland Avenue from the west right-of-way line of Greene Street to the west right-of-way line of Ralph Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 9. Emergency Ordinance. The City Council finds that this ordinance, passed by a majority plus one of the whole membership of the City Council as an emergency ordinance is necessary for the public health, safety and welfare and for the immediate support of City government and its existing public institutions, and shall be effective immediately upon its passage.

| Passed the City Council |                   |
|-------------------------|-------------------|
|                         |                   |
|                         |                   |
|                         |                   |
|                         | Council President |
|                         |                   |
| Attest:                 |                   |
| Attest: City Clerk      |                   |
| Approved as to Form:    |                   |
|                         |                   |
| Assistant City Attorney |                   |
|                         |                   |
|                         | Date:             |
| Mayor                   |                   |
|                         |                   |
| Effective Date:         |                   |







| SPOKANE Agenda Sheet      | Date Rec'd       | 12/4/2018         |               |         |
|---------------------------|------------------|-------------------|---------------|---------|
| 12/17/2018                | Clerk's File #   | RES 2018-0105     |               |         |
|                           |                  |                   | Renews #      |         |
| <b>Submitting Dept</b>    | ENGINEERING SER  | VICES             | Cross Ref #   |         |
| <b>Contact Name/Phone</b> | DAN BULLER       | 625-6391          | Project #     | 2011165 |
| Contact E-Mail            | DBULLER@SPOKAI   | NECITY.ORG        | Bid #         |         |
| Agenda Item Type          | Resolutions      |                   | Requisition # |         |
| Agenda Item Name          | 0370 – 25TH AVEN | IUE ASSESSMENT SE | GREGATION     |         |

#### **Agenda Wording**

Assessment Segregation for 25th Avenue from Freya Street to One-Half Block East of Rebecca Street. (Lincoln Heights Neighborhood Council)

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

The attached Resolution provides for the segregation of County Assessor's Parcel Numbers 35274.2007 and 35274.2008 for the above project.

| Fiscal Impact Grant     |                 | Grant rel     | lated?  | NO                                    | <b>Budget Account</b>                 |               |  |
|-------------------------|-----------------|---------------|---------|---------------------------------------|---------------------------------------|---------------|--|
| Public                  |                 | Public W      | orks?   | NO                                    |                                       |               |  |
| Revenue \$ 76.00        |                 |               |         | <b>#</b> 5600 76600 99999 35990 99999 |                                       |               |  |
| Revenue <b>\$</b> 76.00 |                 |               |         | <b>#</b> 0370 41530 99999 34581 99999 |                                       |               |  |
| Select                  | \$              |               |         |                                       | #                                     |               |  |
| Select                  | \$              |               |         |                                       | #                                     |               |  |
| Approva                 | als             |               |         |                                       | Council Notifications                 |               |  |
| Dept Hea                | ı <u>d</u>      | T             | WOHIG,  | KYLE                                  | Study Session                         |               |  |
| Division                | <b>Director</b> | S             | IMMON   | S, SCOTT M.                           | <u>Other</u>                          | PIES 12/17/18 |  |
| <u>Finance</u>          |                 | 0             | RLOB, k | IMBERLY                               | Distribution List                     |               |  |
| <u>Legal</u>            |                 | R             | ICHMAI  | N, JAMES                              | eraea@spokanecity.org                 |               |  |
| For the M               | <u>layor</u>    | 0             | RMSBY   | , MICHAEL                             | jhensley@spokanecity.org              |               |  |
| Addition                | nal App         | <u>rovals</u> |         |                                       | publicworksaccounting@spokanecity.org |               |  |
| Purchasing              |                 |               |         |                                       | htrautman@spokanecity.org             |               |  |
| CITY COUNCIL            |                 | N             | 1CDANII | EL, ADAM                              | mmeyers@spokanecity.org               |               |  |
|                         |                 |               |         |                                       |                                       |               |  |
|                         |                 |               |         |                                       |                                       |               |  |

\$0.00

#### **RESOLUTION 2018-0105**

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

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

- 1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 2011165, for the improvement of 25th Avenue from Freya Street to One-Half Block East of Rebecca Street and to segregate County Assessor's Parcel Numbers 35274.2007 and 35274.2008, in the amount of \$14,405.52.
- 2. The original assessment was levied on the County Assessor's Parcel Number as follows:

| Parcel Number 35274.2007 – Lincoln Heights Lot 7, Block 100 | \$7,202.76 |
|---|------------|
| Parcel Number 35274.2008 – Lincoln Heights Lot 8, Block 100 | \$7,202.76 |

3. The above described property shall be divided and the assessment segregated as follows:

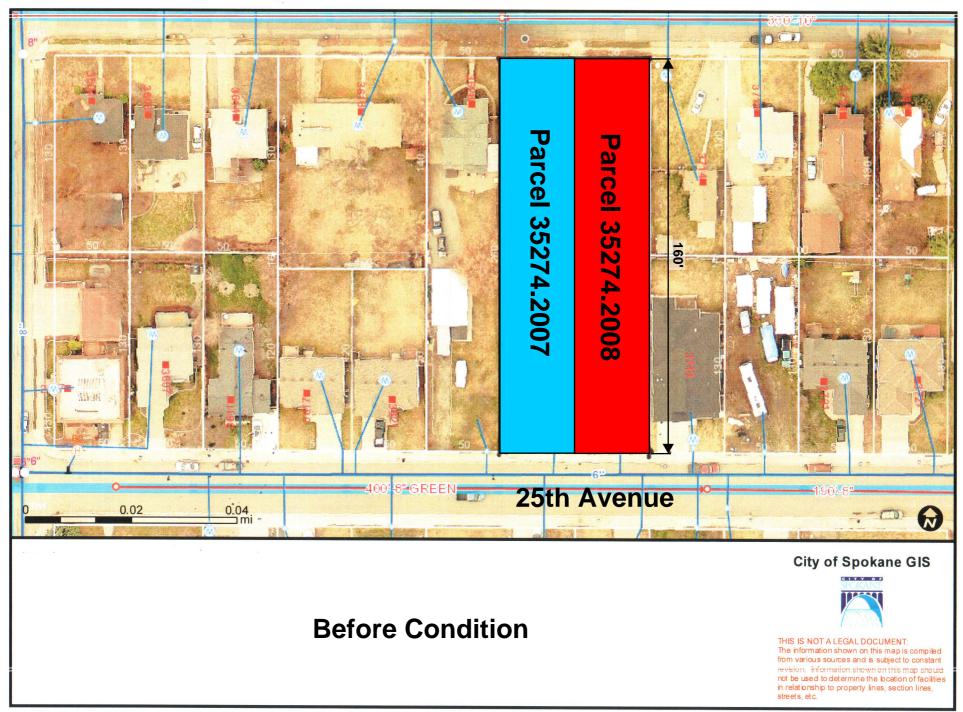
Parcel A – Lincoln Heights, North 135 feet of

| LOTS 7-8, BIOCK TOU   |                    |
|---|--------------------|
| Parcel B – Lincoln Heights, South 125 Feet of Lots 7-8, Block 100 | <u>\$14,405.52</u> |
| LOIS 1-0, DIOON 100   | \$14.405.52        |

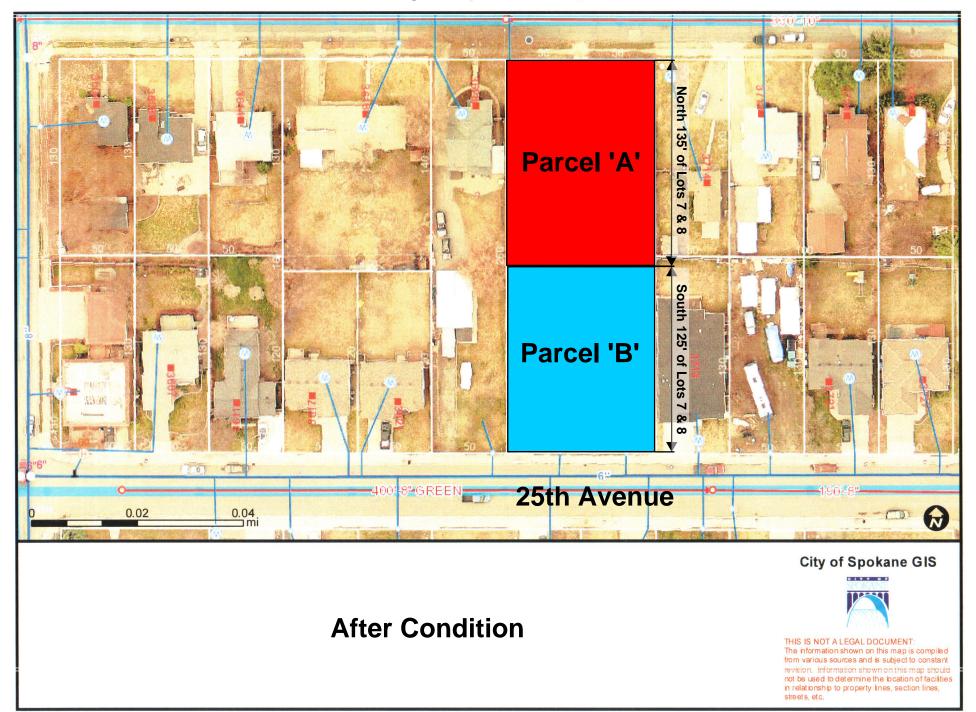
- 4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.
- 5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

| Adopted by the City Council |             |  |
|-----------------------------|-------------|--|
|                             |             |  |
|                             | City Clerk  |  |
| Approved as to form:        |             |  |
|                             |             |  |
| Assistant City Attorney     | <del></del> |  |

### City of Spokane Map



### City of Spokane Map

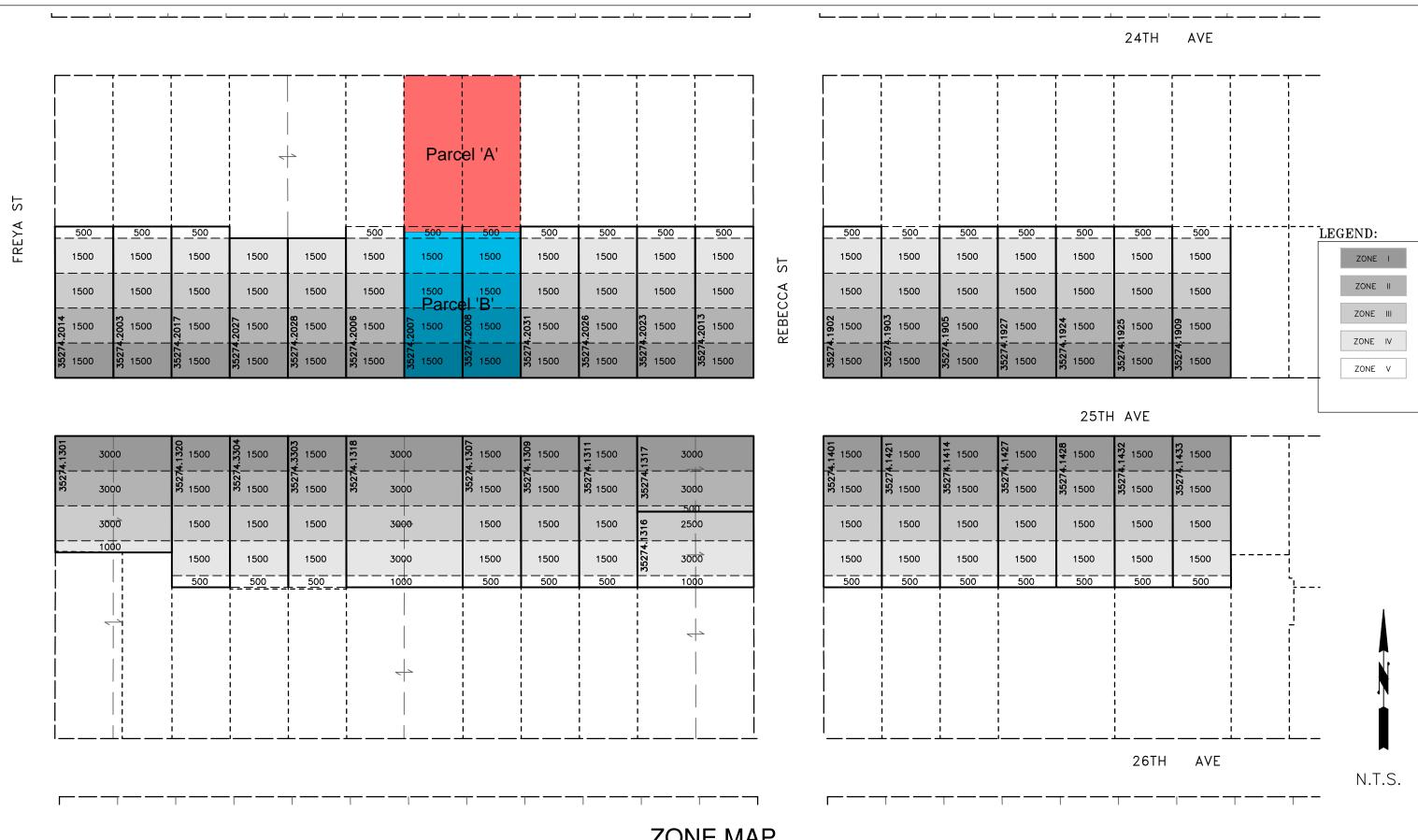


| 35274.2007     |             |                   |
|----------------|-------------|-------------------|
| Original Zones | Loaded Area | _                 |
| 1500           | 13500       | Zone 1            |
| 1500           | 7500        | Zone 2            |
| 1500           | 6000        | Zone 3            |
| 1500           | 3000        | Zone 4            |
| 500            | 500         | Zone 5            |
|                | 30500       | Total Loaded Area |
|                |             | •                 |
| 35274.2008     |             |                   |
| Original Zones | Loaded Area | _                 |
| 1500           | 13500       | Zone 1            |
| 1500           | 7500        | Zone 2            |
| 1500           | 6000        | Zone 3            |
| 1500           | 3000        | Zone 4            |
| 500            | 500         | Zone 5            |
|                | 30500       | Total Loaded Area |

| Origin       | nal District Ass     | essments                            | 1          |
|--------------|----------------------|-------------------------------------|------------|
| \$           | 5,396.81             | 35274.2007                          |            |
| \$           | 5,396.81             | 35274.2008                          |            |
| \$           | 10,793.62            |                                     |            |
| Origin       | nal Special Ass      | essments                            |            |
| \$           | 1,805.95             | 1 x Water Service                   | 35274.2007 |
| \$           | 1,805.95             | 1 x Water Service                   | 35274.2008 |
| Origin<br>\$ | 7,202.76<br>7,202.76 | ssments<br>35274.2007<br>35274.2008 |            |

| Parcel 'A' |      |                    |                   |
|------------|------|--------------------|-------------------|
| New Zones  |      | <b>Loaded Area</b> |                   |
|            | 0    | 0                  | Zone 1            |
|            | 0    | 0                  | Zone 2            |
|            | 0    | 0                  | Zone 3            |
|            | 0    | 0                  | Zone 4            |
|            | 0    | 0                  | Zone 5            |
|            |      | 0                  | Total Loaded Area |
|            | •    |                    |                   |
| Parcel 'B' |      |                    |                   |
| New Zones  |      | <b>Loaded Area</b> |                   |
|            | 3000 | 27000              | Zone 1            |
|            | 3000 | 15000              | Zone 2            |
|            | 3000 | 12000              | Zone 3            |
|            | 3000 | 6000               | Zone 4            |
|            | 500  | 500                | Zone 5            |
|            |      | 60500              | Total Loaded Area |

|                            | essments          |            |  |  |
|----------------------------|-------------------|------------|--|--|
| \$ -                       | Parcel 'A'        |            |  |  |
| \$ 10,793.62               | Parcel 'B'        |            |  |  |
| \$ 10,793.62               |                   |            |  |  |
| Revised Special Ass        | essments          |            |  |  |
|                            | None              | Parcel 'A' |  |  |
| \$ 3,611.90                | 2 x Water Service | Parcel 'B' |  |  |
| Revised Parcel Assessments |                   |            |  |  |
| \$ -                       | Parcel 'A'        |            |  |  |
| \$ 14,405.52               | Parcel 'B'        |            |  |  |

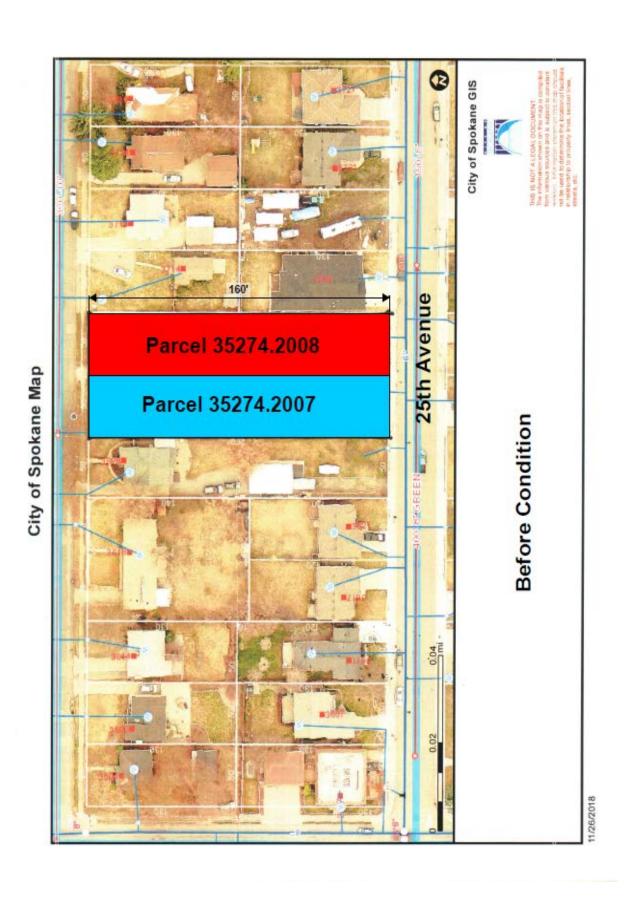


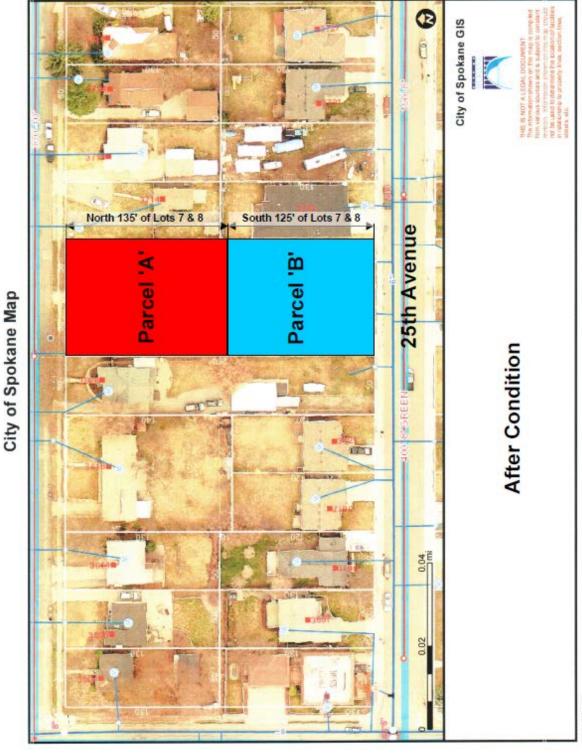
ZONE MAP
PROJECT # 2011-165, 25th Ave from Freya St to 1/2 Block East of Rebecca St

| TRE                             | ASUR        | ER'    | S R    | EC           | EIP             | T               |            |
|---------------------------------|-------------|--------|--------|--------------|-----------------|-----------------|------------|
| City of Spokane RETURN TO DEPT: |             |        |        |              |                 | DATE            | 11/27/2018 |
| TREASURER'S OFFICE              |             |        | 1      |              | Ì               |                 |            |
|                                 |             |        |        |              | Deposi          | t Slip \$       |            |
| RECEIVED FROM:                  |             | -      |        |              | Cash \$         |                 |            |
|                                 |             |        |        |              | Check           |                 | 152.00     |
| LID SEGREGATION                 |             |        |        |              | Credit (        |                 |            |
| 35274-2007 & 2008               |             |        |        |              | Poly Ba         | ag \$           |            |
| Allan Muench                    |             |        |        |              | Wire \$         |                 |            |
|                                 |             |        |        |              | Total           | \$              | \$152.00   |
| DESCRIPTION                     | TRAN CODE   | NG DIS | TRIBUT | ION          |                 |                 | AMOUNT     |
|                                 |             |        | PROG   |              | TYPE            | DETL            |            |
| LID SEGREGATION FEE             | 0881        | 5600   | 76600  | 99999        | 35990           | 99999           | 76.00      |
|                                 | 0741        | 0370   | 41530  | 99999        | 34581           | 99999           | 76.00      |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             | -      |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 |                 |            |
|                                 |             |        |        |              |                 | TOTAL           | \$152.00   |
| SUBMITTED BY:                   | ARP 6091    |        |        | this space n | eserved for rec | eipt validation |            |
| 2017 25 2                       |             |        |        |              |                 |                 |            |
| POLY BAG #:                     |             |        |        |              |                 |                 |            |
| INCLUDE ORIGINAL AND ONE COP    | Y WITH DEPO | OSIT   |        |              |                 |                 |            |

## Briefing Paper PIES

| Division & Department: Engineering Services; Public Works   |   |  |
|---|---|--|
| Subject:  | Parcel Segregation – Affects 25th Avenue LID  |  |
| Date:   | December 17, 2018   |  |
| Contact (email & phone):  | Dan Buller (dbuller@spokanecity.org, 625-6391)  |  |
| City Council Sponsor:   |   |  |
| Executive Sponsor:  | Scott Simmons   |  |
| Committee(s) Impacted:  | PIES  |  |
| Type of Agenda item:  |   |  |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)   |   |  |
| Strategic Initiative:   | Innovative Infrastructure   |  |
| Deadline:   |   |  |
| Outcome: (deliverables, delivery duties, milestones to meet)  | Approval of revised LID assessment  |  |
| Background/History:  25th Avenue LID paved 25th   | Avenue between Freya Street and just west of Myrtle Street in 2013.   |  |
| <ul> <li>Both parcels, owned by the LID assessments.</li> <li>The proposed reconfiguration parcel fronts on 24th Avenu</li> <li>Both reconfigured parcels with a Because the parcel that will, from the 25th Avenue paving 35274.2008 will be assigned</li> <li>Refer to attached two page</li> </ul> | guration of parcel numbers 35274.2007 & 35274.2008. same person, currently front on 25th Avenue and therefore have identical on joins the two parcels into a single parcel then splits them so that one e and the other parcel fronts on 25th Avenue. Yould be owned by the same owner.  If following the reconfiguration, front on 24th Avenue receives no benefit g, the existing LID assessment for both existing parcels 35274.2007 & to the single reconfigured parcel that fronts on 25th Avenue. |  |
| Budget Impact: Approved in current year budge Annual/Reoccurring expenditure If new, specify funding source: Other budget impacts: (revenue Operations Impact: Consistent with current operation Requires change in current oper Specify changes required: Known challenges/barriers:                 | e?  |  |





11/26/2018

| SPOKANE Agenda Sheet      | Date Rec'd  | 12/3/2018     |                 |
|---------------------------|---|---------------|-----------------|
| 12/17/2018                | 12/17/2018  |               | RES 2018-0106   |
|                           |   | Renews #      |                 |
| Submitting Dept           | INTEGRATED CAPITAL  | Cross Ref #   | OPR 2018-0802/  |
|                           | MANAGEMENT  |               | OPR 2018-0803   |
| <b>Contact Name/Phone</b> | MARK PAPICH 625-6310  | Project #     | 2010088/2013213 |
| Contact E-Mail            | MPAPICH@SPOKANECITY.ORG                                       | Bid #         |                 |
| Agenda Item Type          | Resolutions   | Requisition # |                 |
| Agenda Item Name          | 4250 - RESOLUTION AUTHORIZING LOAN AGREEMENTS - CSO 26 & 33-1 |               |                 |

#### **Agenda Wording**

A resolution authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for Combined Sewer Overflow (CSO) Basin 26 Control Facility and CSO Basin 33-1 Control Facility.

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

The State of Washington Department of Ecology has awarded two loans to the City of Spokane for a total amount of \$38,363,114, to be used for the CSO Basin 26 Control Facility and the CSO Basin 33-1 Control Facility. Of the \$38,363,114 loan, \$26,509,166 shall be used for the CSO Basin 26 Control Facility and \$11,853,948 shall be used for CSO Basin 33-1 Control Facility. The proceeds of the loan will be used to reduce the untreated sewage and stormwater discharges.

| Fiscal Impact            | Grant related?                               | NO           | <b>Budget Account</b>         |               |  |
|--------------------------|--|--------------|-------------------------------|---------------|--|
|                          | Public Works?                                | NO           |                               |               |  |
| Neutral \$               |  |              | #                             |               |  |
| Select \$                |  |              | #                             |               |  |
| Select \$                |  |              | #                             |               |  |
| Select \$                |  |              | #                             |               |  |
| <u>Approvals</u>         |  |              | <b>Council Notification</b>   | <u>IS</u>     |  |
| Dept Head                | MILLER,                                      | KATHERINE E  | Study Session                 |               |  |
| <b>Division Director</b> | SIMMOI                                       | NS, SCOTT M. | <u>Other</u>                  | PIES 11/26/18 |  |
| <u>Finance</u>           | ALBIN-MOORE, ANGELA <b>Distribution List</b> |              |                               |               |  |
| <u>Legal</u>             | Legal DALTON, PAT                            |              |                               |               |  |
| For the Mayor            | ORMSB'                                       | , MICHAEL    | mpapich@spokanecity.org       |               |  |
| Additional Approvals     |  |              | mdavis@spokanecity.org        |               |  |
| <u>Purchasing</u>        |  |              | mdoval@spokanecity.org        |               |  |
| CITY COUNCIL             | MCDAN  | IEL, ADAM    | icmaccounting@spokanecity.org |               |  |
|                          |  |              |                               |               |  |
|                          |  |              |                               | ·             |  |

# Briefing Paper (PIES)

| Division & Department:   | Integrated Capital Management  |
|--|--|
| Subject:   | Ecology CWSRF Loans for CSO Basins 26 and 33-1 Control Facilities  |
| Date:  | November 26, 2018  |
| Author (email & phone):  | Mark Papich (mpapich@spokanecity.org, 625-6310)  |
| City Council Sponsor:  |  |
| <b>Executive Sponsor:</b>  |  |
| Committee(s) Impacted:   |  |
| Strategic Initiative:  |  |
| Deadline:  |  |
| Background/History:  |  |
| process and legislature approved. Fund (CWSRF) loans through the Control Facility and the CSO 33 sewage during storm events are storing these combined flows, the Spokane River is improved. The City was awarded the fund approved, the agreements were Facility is substantially completed dates of both loans are back dates. | nually awards funding for grants and loans based on competitive al. In October of 2016 the City applied for Clean Water State Revolving he Washington State Department of Ecology to construct the CSO 26-1 Control Facility. These facilities allow the City to store combined hid meter flows to the treatment plant once these storms subside. By overflows of combined sewage are greatly reduced and the health of all in February 2017 but due to delays in getting the Capital Budget he not drafted until the fall of 2018. The construction of the CSO 33-1 he and the CSO 26 Facility is currently in construction. The effective lated to 2/15/2017 to allow the City of Spokane to capture all eligible hijects. The agreements are now finalized and require City Council |
| <ul> <li>Control Facilities.</li> <li>The Loan amount for C</li> <li>The combined total of I</li> <li>The term of the loan is</li> </ul>   | ments are for Combined Sewer Overflow (CSO) Basin 26 and 33-1  SO 26 is \$26,509,166. The loan amount for CSO 33-1 is \$11,853,948. both loans is \$38,363,114. 20 years with an interest rate of 1.5%. penses are budgeted and consistent with the 6-year Capital Plan.   |
| Budget Impact: Approved in current year budg Annual/Reoccurring expenditu Specify funding source: Utility  | re? 🗖 Yes 🧮 No   |
| Operations Impact: Consistent with current operat Requires change in current ope Specify operations change:  |  |

#### Resolution No. 2018-0106

A resolution authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for Combined Sewer Overflow (CSO) Basin 26 Control Facility and CSO Basin 33-1 Control Facility.

WHEREAS, the State of Washington Department of Ecology has awarded two (2) loans to the City of Spokane for a total amount of \$38,363,114, to be used for the CSO Basin 26 Control Facility and the CSO Basin 33-1 Control Facility.

WHEREAS, of the \$38,363,114 loan, \$26,509,166 shall be used for the CSO Basin 26 Control Facility and \$11,853,948 shall be used for CSO Basin 33-1 Control Facility.

WHEREAS, the proceeds of the loan will be used to reduce the untreated sewage and stormwater discharges to the Spokane River.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spokane that the City is authorized to execute the Loan Agreement between the City of Spokane and the State of Washington Department of Ecology for the above referenced projects in substantially the form attached to this resolution.

| ADOPTED by the City Council this _ | day of     | , 2018 |
|------------------------------------|------------|--------|
|                                    |            |        |
|                                    | City Clerk |        |
| Approved as to form:               |            |        |
|                                    |            |        |
| Assistant City Attampsy            | -          |        |
| Assistant City Attorney            |            |        |

| SPOKANE Agenda Sheet      | for City Council Meeting of:                          | Date Rec'd     | 12/3/2018     |
|---------------------------|---|----------------|---------------|
| 12/17/2018                |   | Clerk's File # | OPR 2018-0802 |
|                           |   | Renews #       |               |
| Submitting Dept           | INTEGRATED CAPITAL                                    | Cross Ref #    | RES 2018-0106 |
| <b>Contact Name/Phone</b> | MARK PAPICH 625-6310                                  | Project #      | 2013213       |
| Contact E-Mail            | MPAPICH@SPOKANECITY.ORG                               | Bid #          |               |
| Agenda Item Type          | Contract Item   | Requisition #  |               |
| Agenda Item Name          | 4250 - DOE LOAN AGREEMENT WQC - 2018 - SPOKAN - 00016 |                |               |

# **Agenda Wording**

Loan agreement through the Washington State Department of Ecology to construct the CSO Basin 33-1 Control Facility.

# **Summary (Background)**

The City was awarded the funds in February 2017 but due to delays in getting the Capital Budget approved, the agreements were not drafted until the fall of 2018. The CSO Basin 33-1 Control Facility is currently in construction. The effective dates of this loan is back dated to 2/15/2017 to allow the City of Spokane to capture all eligible construction costs for this project.

| Fiscal Impact            | Grant related? | NO            | <b>Budget Accou</b>   | <u>unt</u>      |
|--------------------------|----------------|---------------|-----------------------|-----------------|
|                          | Public Works?  | YES           |                       |                 |
| Revenue \$ 11,8          | 53,948.00      |               | # 4250-98817-999      | 999-38271-14384 |
| Select \$                |                |               | #                     |                 |
| Select \$                |                |               | #                     |                 |
| Select \$                |                |               | #                     |                 |
| <b>Approvals</b>         |                |               | <b>Council Notifi</b> | cations         |
| Dept Head                | MILLER,        | KATHERINE E   | Study Session         |                 |
| <b>Division Director</b> | SIMMO          | NS, SCOTT M.  | <u>Other</u>          | PIES 11/26/18   |
| <u>Finance</u>           | ALBIN-N        | 100RE, ANGELA | Distribution L        | ist             |
| <u>Legal</u>             | ODLE, N        | IARI          | eraea@spokanecit      | ty.org          |
| For the Mayor            | ORMSBY         | , MICHAEL     | mpapich@spokane       | ecity.org       |
| Additional App           | rovals         |               | mdavis@spokaned       | city.org        |
| <u>Purchasing</u>        |                |               | mdoval@spokaned       | city.org        |
|                          |                |               | icmaccounting@sp      | ookanecity.org  |
|                          |                |               |                       | · -             |
|                          |                |               |                       |                 |



# Continuation of Wording, Summary, Budget, and Distribution

# **Agenda Wording**

The scope of services includes development of a new policy document and new development standards through a public participation process.

# **Summary (Background)**

Prior to the adoption of the current Downtown Plan, 2008 Fast Forward Spokane, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum which predated the modern Spokane Arena, all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

| Fiscal Impact               | Budget Account |
|-----------------------------|----------------|
| Select \$                   | #              |
| Select \$                   | #              |
| Distribution List           |                |
| nzollinger@spokanecity.org  |                |
| cbrazington@spokanecity.org |                |
|                             |                |
|                             |                |

# Briefing Paper (PIES)

| Division & Department:   | Integrated Capital Management   |
|--|---|
| Subject:   | Ecology CWSRF Loans for CSO Basins 26 and 33-1 Control Facilities   |
| Date:  | November 26, 2018   |
| Author (email & phone):  | Mark Papich (mpapich@spokanecity.org, 625-6310)   |
| City Council Sponsor:  |   |
| Executive Sponsor:   |   |
| Committee(s) Impacted:   |   |
| Strategic Initiative:  |   |
| Deadline:  |   |
| Background/History:  |   |
| process and legislature approversulation (CWSRF) loans through the Control Facility and the CSO 33 sewage during storm events are storing these combined flows, the Spokane River is improved. The City was awarded the fundapproved, the agreements were Facility is substantially completed dates of both loans are back dates of both loans are back dates of story approval by resolution. | nually awards funding for grants and loans based on competitive al. In October of 2016 the City applied for Clean Water State Revolving he Washington State Department of Ecology to construct the CSO 26 1-1 Control Facility. These facilities allow the City to store combined and meter flows to the treatment plant once these storms subside. By overflows of combined sewage are greatly reduced and the health of the construction of the CSO 33-1 are and the CSO 26 Facility is currently in construction. The effective ated to 2/15/2017 to allow the City of Spokane to capture all eligible bjects. The agreements are now finalized and require City Council |
| <ul> <li>Control Facilities.</li> <li>The Loan amount for C</li> <li>The combined total of I</li> <li>The term of the loan is</li> </ul>   | ments are for Combined Sewer Overflow (CSO) Basin 26 and 33-1 SO 26 is \$26,509,166. The loan amount for CSO 33-1 is \$11,853,948. both loans is \$38,363,114. 20 years with an interest rate of 1.5%. penses are budgeted and consistent with the 6-year Capital Plan.   |
| Budget Impact: Approved in current year budg Annual/Reoccurring expenditu Specify funding source: Utility  | re? 📅 Yes 🧮 No  |
| Operations Impact: Consistent with current operat Requires change in current ope Specify operations change:  |   |



# Agreement No. WQC-2018-Spokan-00016

#### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

#### **BETWEEN**

#### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

# **AND**

#### CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### **GENERAL INFORMATION**

Project Title: CSO Basin 33-1 Control Facility

 Total Cost:
 \$11,853,948.00

 Total Eligible Cost:
 \$11,853,948.00

 Ecology Share:
 \$11,853,948.00

Recipient Share: \$0.00
The Effective Date of this Agreement is: 02/15/2017
The Expiration Date of this Agreement is no later than: 06/30/2019

Project Type: Wastewater Facility

# **Project Short Description:**

This project will improve water quality in the Spokane river through the construction of a combined sewer overflow (CSO) control facility. This project will include installation of a flow control device, force main piping and a diversion vault.

# **Project Long Description:**

This project will improve water quality in the Spokane river through the construction of a combined sewer overflow (CSO) control facility in CSO Basin 33. This project will include installation of a flow control device, force main piping and a diversion vault.

CSO Basin 33 is comprised of four sub-basins. The four sub-basins are designated as CSO Sub-basin 33a, CSO Sub-basin 33b, CSO Sub-basin 33c, and CSO Sub-basin 33d. Each sub-basin is connected to a common interceptor inlet and has a CSO regulator with an overflow pipeline connected to the common CSO 33 Outfall. Although CSO Basin 33 has four independent CSO Regulators, CSO Basin 33 is considered to have a single

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outfall by the City's National Pollutant Discharge Elimination System (NPDES) permit. Overflow from any sub-basin CSO regulator, or a combination of sub-basin CSO regulators, is considered a CSO event. Construction of CSO 33-2 was completed in 2014 and controls overflows from CSO sub-basin 33d. The CSO Basin 33 Predesign Report (2009) recommended a consolidated control facility to provide retention volume for CSO sub-basins 33a, 33b, and 33c, which has subsequently been referred to as CSO 33-1 Control Facility. However, with further analysis it was determined to be more cost effective to separate CSO sub-basin 33c. CSO 33-1 Control Facility will manage flow from sub-basins 33a and 33b.

The new 2.04 million gallon control facility (approximately 290 feet by 80 feet) will be filled and drained by gravity. A flow control device (hydroslide) will limit flow leaving the control facility. Wet weather flow will be diverted to the control facility from the CSO Basin 33a regulator, located near 5th Avenue and Arthur Street, and from CSO Basin CSO 33b located near Celesta Avenue and Denver Street. A new 42-inch pipe will need to be installed in Denver Street from Celesta to 5th Avenue to convey wet weather from the west flows.

A diversion vault located in 5th Avenue will be necessary to divert flows . Flows from both CSO Basins 33a and 33b will be conveyed into one diversion vault. A weir will allow wet weather to overflow into the control facility, while allowing dry weather flows to continue in 5th Avenue. From the vault, excess wet weather flows will be conveyed north and down the hillside to the control facility. The control facility will drain to the east connecting to the existing 36-inch combined sewer in Liberty Park. A regulator weir will be located at the control facility and piping connected to the existing outfall pipe near 3rd Avenue for overflow when the tank is full. This outfall also conveys stormwater runoff from WSDOT Interstate 90. A mechanical room will be designed to contain odor control equipment and instrumentation. A passive odor control system will be designed with an active option. Instrumentation should include the capability for future SCADA control.

The facility site is located in WSDOT right-of-way adjacent to the Olmstead Brothers Liberty Park. The RECIPIENT is in the process of receiving an easement for the site. A landscape design plan has been approved by WSDOT with low maintenance vegetation as well as access for both RECIPIENT and WSDOT maintenance crews.

#### Overall Goal:

Construction of CSO Basin 33-1 Control Facility will reduce the number of combined sewer overflows to the Spokane River.

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# RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280 DUNS Number: 115528189

Mailing Address: 44 W Riverside

Spokane, WA 99201

Physical Address: 44 W Riverside

Spokane, Washington 99201-3343

Organization Email: shimelspach@spokanecity.org

Organization Fax: (509) 343-5760

# **Contacts**

| Project Manager         | Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310 |
|-------------------------|--|
| Billing Contact         | Kevan Brooks Accountant II  808 W Spokane Falls Blvd, Spokane, Washington 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045 |
| Authorized<br>Signatory | David A Condon Mayor  808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250         |

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# **ECOLOGY INFORMATION**

Mailing Address: Department of Ecology

Water Quality PO BOX 47600

Olympia, WA 98504-7600

Physical Address: Water Quality

300 Desmond Drive SE Lacey, WA 98503

# **Contacts**

| Project<br>Manager   | Cynthia Wall  4601 N Monroe Street Spokane, Washington 99205-1295 Email: cywa461@ecy.wa.gov Phone: (509) 329-3537 |
|----------------------|---|
| Financial<br>Manager | Sean Mellon  PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 407-6570          |

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#### **AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

| Washington State<br>Department of Ecology |      | City of Spokane |      |
|---|------|-----------------|------|
| Ву:                                       |      | By:             |      |
| Heather R. Bartlett                       | Date | David A Condon  | Date |
| Water Quality                             |      | Mayor           |      |
| Program Manager                           |      |                 |      |

Template Approved to Form by Attorney General's Office

Agreement No: WQC-2018-Spokan-00016
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Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 1 **Task Cost:** \$25,000.00

Task Title: Project Administration/Management

# Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

- B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

## Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

# **Task Expected Outcome:**

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

# **Project Administration/Management**

#### **Deliverables**

| Number | Description                    | <b>Due Date</b> |
|--------|--------------------------------|-----------------|
| 1.1    | Quarterly Progress Reports     |                 |
| 1.2    | Recipient Closeout Report      |                 |
| 1.3    | Project Outcome Summary Report |                 |

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#### SCOPE OF WORK

Task Number: 2 Task Cost: \$1,752,000.00

Task Title: Construction Management

# Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with federal law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

## Task Goal Statement:

To provide adequate oversight to ensure that the PROJECT is constructed according to the plans, specifications, and major change orders approved by ECOLOGY.

#### Task Expected Outcome:

PROJECT constructed in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

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Recipient Task Coordinator: Mark Papich

# **Construction Management**

# **Deliverables**

| Number | Description   | <b>Due Date</b> |
|--------|---|-----------------|
| 2.1    | Executed contract for construction management services                      |                 |
| 2.2    | Documentation of the RECIPIENT's process for procuring engineering services |                 |
| 2.3    | Construction Quality Assurance Plan   |                 |
| 2.4    | "As-built" plans  |                 |
| 2.5    | Declaration of Construction completion                                      |                 |

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Project Title: CSO Basin 33-1 Control Facility

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 3 Task Cost: \$9,597,093.00

Task Title: Construction

# Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

- B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:
- 1. Construction of a 2.04 million gallon control facility, a new 42" pipe, and a diversion vault to control combined sewer overflows to the Spokane River.
- C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.
- D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility. If the RECIPIENT has obtained either a preliminary or investment grade energy audit of the utility in the last 5 years, documentation of that audit can be submitted instead.
- E. As a condition of receiving this funding, the RECIPIENT will prepare a fiscal sustainability plan. The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements:
  - 1. An inventory of critical assets that belong to the utility.
  - 2. An evaluation of the condition and performance of the critical assets.
  - 3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
  - 4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

# Task Goal Statement:

To construct PROJECT in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

# Task Expected Outcome:

PROJECT constructed in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

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Recipient Name: City of Spokane

Recipient Task Coordinator: Mark Papich

# Construction

# **Deliverables**

| Number | Description  | <b>Due Date</b> |
|--------|--|-----------------|
| 3.1    | Copy of the advertisement for bids and the affidavit of publication                              |                 |
| 3.2    | Bid Tabs, the Notice of Award, and a copy of the executed construction contract                  |                 |
| 3.3    | Copy of the notice to proceed  |                 |
| 3.4    | Investment Grade Efficiency Audit documentation  |                 |
| 3.5    | Minutes of the pre-construction meeting  |                 |
| 3.6    | Certification that the Financial Sustainability Plan has been developed and is being implemented |                 |

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Project Title: CSO Basin 33-1 Control Facility

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 4 **Task Cost:** \$479,855.00

Task Title: Change Orders

# Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

#### Task Goal Statement:

To submit change orders that are a significant deviation from the approved plans and specifications to ECOLOGY prior to execution.

# <u>Task Expected Outcome:</u>

Change orders that are a significant deviation from the approved plans and specifications will be submitted to ECOLOGY prior to execution.

Recipient Task Coordinator: Mark Papich

# **Change Orders**

## **Deliverables**

| Number | Description                 | <b>Due Date</b> |
|--------|-----------------------------|-----------------|
| 4.1    | A copy of all change orders |                 |

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#### **BUDGET**

# **Funding Distribution EL180499**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Clean Water State Revolving Fund
Funding Effective Date: 02/15/2017

Clean Water State Revolving Fund
Funding Type: Loan
Funding Expiration Date: 06/30/2019

Funding Source:

Title: CWSRF-SFY18

Type: Blended State/Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State

Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved

funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.5% Interest Rate: 0.5% Admin Charge: 1%

Terms: 20 years

Project Start Date: 02/15/2017 Project Completion Date: 06/30/2019

Estimated Initiation of Operation date: 12/31/2018

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$
Final Loan Amount: \$
Repayment Schedule Number: 2556

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| Clean Water State Revolving Fund  | Task Total      |  |
|-----------------------------------|-----------------|--|
| Project Administration/Management | \$ 25,000.00    |  |
| Construction Management           | \$ 1,752,000.00 |  |
| Construction                      | \$ 9,597,093.00 |  |
| Change Orders                     | \$ 479,855.00   |  |

Total: \$ 11,853,948.00

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Recipient Name: City of Spokane

# **Funding Distribution Summary**

# Recipient / Ecology Share

| Funding Distribution Name           | Recipient Match % | Recipient Share | <b>Ecology Share</b> | Total            |
|-------------------------------------|-------------------|-----------------|----------------------|------------------|
| Clean Water State Revolving<br>Fund | 0.00 %            | \$ 0.00         | \$ 11,853,948.00     | \$ 11,853,948.00 |
| Total                               |                   | \$ 0.00         | \$ 11,853,948.00     | \$ 11,853,948.00 |

# AGREEMENT SPECIFIC TERMS AND CONDITIONS

This project has been identified as an Equivalency project under the State Revolving Fund Capitalization Grants (CFDA-66.458) and is subject to all federal requirements EPA applies to Clean Water State Revolving Funds. In addition to the federal requirements outlined in Section 4 of agreement terms and conditions, the RECIPIENT will maintain documentation of compliance with all single audit act, federal cross cutters, and federal procurement requirements for architectural and engineering services (Chapter 11 of Title 40, U.S.C).

#### SPECIAL TERMS AND CONDITIONS

**SECTION 1: DEFINITIONS** 

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

- "Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
- "Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
- "Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
- "Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
- "Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- "Centennial Clean Water Program" means the state program funded from various state sources.
- "Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.
- "Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of Version 10/30/2015

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solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

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"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

"Project Schedule" means that schedule for the project specified in the agreement.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water

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# pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

# SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

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- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

# **Documentation Options:**

- 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
- 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
- 3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
- d. Real Property Acquisition and Relocation Assistance.
- 1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
- 2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.
- e. Hazardous Substances.

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- 1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
- 2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- 3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.
- f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

- C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.
- D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

- E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.
- F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of

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project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

- G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.
- H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.
- I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.
- J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.
- K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.
- L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
- 2. "Section 319 Initial Data Reporting" form in EAGL.
- A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before

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this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

- C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
- D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

- B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
- C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The

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RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

- D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).
- E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.
- F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

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The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

- 1. Entity's name with point of contact
- 2. Entity's mailing address, telephone number, and e-mail address
- 3. The procurement on which the entity bid or quoted, and when
- 4. Entity's status as an MBE/WBE or non-MBE/WBE
- G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to

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meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Financial Capability Assessment Documentation
- 2. Opinion of RECIPIENT's Legal Council
- 3. Authorizing Ordinance or Resolution
- 4. Federal Funding Accountability and Transparency Act (FFATA) Form
- 5. CWSRF Federal Reporting Information form available in EAGL
- 6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
- 7. Cost and Effectiveness Analysis Certification Form
- A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.
- B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

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- C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.
- D. Equivalency Projects: (For designated equivalency projects only)
- 1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).
- E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
- F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

- G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
- H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

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I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

# J. Loan Repayment:

Sources of Loan Repayment

- 1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
- 2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
- 3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- 4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

- 5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
- 6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

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- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology Cashiering Unit P.O. Box 47611 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

- 2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
- 3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
- 4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid

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principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

# K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

- L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
- M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
- N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed

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by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"
- P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

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- 1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
- 2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
- 3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
- 4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.
- S. Termination and Default:

Termination and Default Events

- 1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
- 2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
- 3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
- 4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its

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obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

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Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

# **GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

# A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot
- 2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of

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Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <a href="http://www.sam.gov">http://www.sam.gov</a> and print a copy of completed searches to document proof of compliance.

# B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at <a href="http://www.fsrs.gov/">www.fsrs.gov/</a> within 30 days of agreement signature. The FFATA information will be available to the public at <a href="http://www.usaspending.gov/">www.usaspending.gov/</a>.

For more details on FFATA requirements, see www.fsrs.gov <a href="http://www.fsrs.gov/">http://www.fsrs.gov/>.</a>

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#### GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

#### RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form. RECIPIENT shall:
- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

#### 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

Agreement No: WQC-2018-Spokan-00016
Project Title: CSO Basin 33-1 Control Facility

Recipient Name: City of Spokane

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

#### 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

#### 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

#### 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

#### 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

#### 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing,

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

#### 27. TERMINATION

#### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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Recipient Name: City of Spokane

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

#### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

## c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

#### d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

| SPOKANE Agenda Sheet      | Agenda Sheet for City Council Meeting of:                |          |                | 12/3/2018     |  |
|---------------------------|--|----------|----------------|---------------|--|
| 12/17/2018                | 12/17/2018   |          | Clerk's File # | OPR 2018-0803 |  |
|                           |  |          | Renews #       |               |  |
| Submitting Dept           | INTEGRATED CAPITAL                                       | L        | Cross Ref #    | RES 2018-0106 |  |
|                           | MANAGEMENT   |          |                |               |  |
| <b>Contact Name/Phone</b> | MARK PAPICH  | 625-6310 | Project #      | 2010088       |  |
| Contact E-Mail            | MPAPICH@SPOKANE  | CITY.ORG | Bid #          |               |  |
| Agenda Item Type          | Contract Item  |          | Requisition #  |               |  |
| Agenda Item Name          | 4250 - DOE LOAN AGREEMENT NO. WQC - 2018- SPOKAN - 00123 |          |                |               |  |

## **Agenda Wording**

Loan agreement through the Washington State Department of Ecology to construct the CSO Basin 26 Control Facility.

## **Summary (Background)**

The City was awarded the funds in February 2017 but due to delays in getting the Capital Budget approved, the agreements were not drafted until the fall of 2018. The CSO Basin 26 Control Facility is currently in construction. The effective dates of this loan is back dated to 2/15/2017 to allow the City of Spokane to capture all eligible construction costs for this project.

| Fiscal Impact                   | Grant  | related? | NO                            | Budget Account              |          |  |  |  |
|---------------------------------|--------|----------|-------------------------------|-----------------------------|----------|--|--|--|
| <u>- 10 0000 2000 </u>          | Public | Works?   | YES                           |                             |          |  |  |  |
| Revenue <b>\$</b> 26,509,166.00 |        |          |                               | # 4250-98817-99999-3827     | 71-10026 |  |  |  |
| Select \$                       |        |          |                               | #                           |          |  |  |  |
| Select \$                       |        |          |                               | #                           |          |  |  |  |
| Select \$                       |        |          |                               | #                           |          |  |  |  |
| <b>Approvals</b>                |        |          |                               | <b>Council Notification</b> | <u>s</u> |  |  |  |
| Dept Head                       |        | MILLER,  | KATHERINE E                   | Study Session               |          |  |  |  |
| <b>Division Director</b>        | •      | SIMMON   | IS, SCOTT M.                  | <u>Other</u> PIES 11/26/18  |          |  |  |  |
| <u>Finance</u>                  |        | ALBIN-M  | IOORE, ANGELA                 | Distribution List           |          |  |  |  |
| <u>Legal</u>                    |        | ODLE, M  | ARI                           | eraea@spokanecity.org       |          |  |  |  |
| For the Mayor                   |        | ORMSBY   | , MICHAEL                     | mpapich@spokanecity.org     |          |  |  |  |
| <b>Additional App</b>           | rovals | <u> </u> |                               | mdavis@spokane.org          |          |  |  |  |
| <u>Purchasing</u>               |        |          |                               | mdoval@spokanecity.org      |          |  |  |  |
|                                 |        |          | icmaccounting@spokanecity.org |                             |          |  |  |  |
|                                 |        |          |                               |                             |          |  |  |  |
|                                 |        |          |                               |                             |          |  |  |  |

# Briefing Paper (PIES)

| Division & Department:   | Integrated Capital Management   |
|--|---|
| Subject:   | Ecology CWSRF Loans for CSO Basins 26 and 33-1 Control Facilities   |
| Date:  | November 26, 2018   |
| Author (email & phone):  | Mark Papich (mpapich@spokanecity.org, 625-6310)   |
| City Council Sponsor:  |   |
| Executive Sponsor:   |   |
| Committee(s) Impacted:   |   |
| Strategic Initiative:  |   |
| Deadline:  |   |
| Background/History:  |   |
| process and legislature approversulation (CWSRF) loans through the Control Facility and the CSO 33 sewage during storm events are storing these combined flows, the Spokane River is improved. The City was awarded the fundapproved, the agreements were Facility is substantially completed dates of both loans are back dates of both loans are back dates of story approval by resolution. | nually awards funding for grants and loans based on competitive al. In October of 2016 the City applied for Clean Water State Revolving he Washington State Department of Ecology to construct the CSO 26 1-1 Control Facility. These facilities allow the City to store combined and meter flows to the treatment plant once these storms subside. By overflows of combined sewage are greatly reduced and the health of the construction of the CSO 33-1 are and the CSO 26 Facility is currently in construction. The effective ated to 2/15/2017 to allow the City of Spokane to capture all eligible bjects. The agreements are now finalized and require City Council |
| <ul> <li>Control Facilities.</li> <li>The Loan amount for C</li> <li>The combined total of I</li> <li>The term of the loan is</li> </ul>   | ments are for Combined Sewer Overflow (CSO) Basin 26 and 33-1 SO 26 is \$26,509,166. The loan amount for CSO 33-1 is \$11,853,948. both loans is \$38,363,114. 20 years with an interest rate of 1.5%. penses are budgeted and consistent with the 6-year Capital Plan.   |
| Budget Impact: Approved in current year budg Annual/Reoccurring expenditu Specify funding source: Utility  | re? 📅 Yes 🧮 No  |
| Operations Impact: Consistent with current operat Requires change in current ope Specify operations change:  |   |



## Agreement No. WQC-2018-Spokan-00123

#### WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

#### **BETWEEN**

#### THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### **AND**

#### CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### **GENERAL INFORMATION**

Project Title: CSO Basin 26 Control Facility

Total Cost: \$26,509,166.00 Total Eligible Cost: \$26,509,166.00

Ecology Share: \$0.00

Recipient Share: \$26,509,166.00
The Effective Date of this Agreement is: 02/01/2016
The Expiration Date of this Agreement is no later than: 12/31/2019

Project Type: Wastewater Facility

#### **Project Short Description:**

This project will improve water quality in the Spokane River through the construction of a Combined Sewer Overflow (CSO) storage facility. The facility will control overflows from CSO Basin 26 to the Spokane River. The 2.2 million gallon storage facility will be constructed near the intersection of Lincoln Street and Spokane Falls Boulevard in the City of Spokane.

## Project Long Description:

This PROJECT will improve water quality in the Spokane River through the construction of a Combined Sewer Overflow (CSO) storage facility. The facility will control overflows from CSO Basin 26 to the Spokane River. The 2.2 million gallon storage facility will be constructed near the intersection of Lincoln Street and Spokane Falls Boulevard in the City of Spokane.

The PROJECT will be constructed in RECIPIENT-owned property overlooking Huntington Park, on a steep hillside west of City Hall and within the Spokane Falls Boulevard right of way. The west end of the facility will

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

be about 20-feet east of the estimated Monroe Street Bridge abutment. The 2.20 million gallon Spokane Falls CSO 26 Control Facility will be an underground single-cell, three-flush way facility, with interior dimensions of 60±-foot-wide by 300±-foot-long by 25±-foot average liquid depth.

A flow control device will be installed near the location of the existing regulator and will limit flow to the interceptor to 31.5 million gallons per day. Larger flows will be conveyed into the storage facility. An automatic flushing system will clean the control facility after storm events. The storage will be emptied by a pumping system. When the storage is full, it will flow over a sharp crested weir and be conveyed to the Spokane River. The storage design volume is sized for 10 overflows for the 20 year period using 20 years of historic precipitation data.

An odor control system will mitigate odors at the site. A pedestrian plaza will be constructed on top of the facility to provide for river viewing, education, and passive recreation

The RECIPIENT has received authorization from the State of Washington Capital Projects Advisory Review Board Project Review Committee for alternative delivery on January 28, 2016. Following procurement policy, the RECIPIENT has entered into a contract with Garco Construction Inc. for General Contractor/Construction Management (GC/CM) of this project. The RECIPIENT selected GC/CM delivery for this project to reduce the risk of the complicated site and to expedite construction.

#### Overall Goal:

Construction of the CSO Basin 26 Control Facility will reduce the number of combined sewer overflows to the Spokane River.

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

## RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280 DUNS Number: 115528189

Mailing Address: 44 W Riverside

Spokane, WA 99201

Physical Address: 44 W Riverside

Spokane, Washington 99201-3343

Organization Email: shimelspach@spokanecity.org

Organization Fax: (509) 343-5760

#### **Contacts**

| Project Manager         | Mark Papich Senior Engineer  808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310 |
|-------------------------|--|
| Billing Contact         | Kevan Brooks Accountant II  808 W Spokane Falls Blvd, Spokane, Washington 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045 |
| Authorized<br>Signatory | David A Condon Mayor  808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250         |

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

## **ECOLOGY INFORMATION**

Mailing Address: Department of Ecology

Water Quality PO BOX 47600

Olympia, WA 98504-7600

Physical Address: Water Quality

300 Desmond Drive SE Lacey, WA 98503

## **Contacts**

| Project<br>Manager   | Cynthia Wall  4601 N Monroe Street Spokane, Washington 99205-1295 Email: cywa461@ecy.wa.gov Phone: (509) 329-3537      |
|----------------------|--|
| Financial<br>Manager | PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 407-6570                            |
| Technical<br>Advisor | Lucy Peterschmidt  4601 N Monroe Street Spokane, Washington 99205-1295 Email: lupe461@ecy.wa.gov Phone: (509) 329-3408 |

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

#### **AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

| Washington State Department of Ecology |      | City of Spokane |      |
|--|------|-----------------|------|
| By:                                    |      | By:             |      |
| Heather R. Bartlett                    | Date | David A Condon  | Date |
| Water Quality                          |      | Mayor           |      |
| Program Manager                        |      |                 |      |
| Template Approved to Form by           |      |                 |      |

Attorney General's Office

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

#### **SCOPE OF WORK**

Task Number: 1 **Task Cost:** \$25,000.00

Task Title: Project Administration/Management

## Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

- B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

#### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

#### <u>Task Expected Outcome:</u>

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- \* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

## **Project Administration/Management**

#### **Deliverables**

| Number | Description                    | <b>Due Date</b> |
|--------|--------------------------------|-----------------|
| 1.1    | Quarterly Progress Reports     |                 |
| 1.2    | Recipient Closeout Report      |                 |
| 1.3    | Project Outcome Summary Report |                 |

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

#### SCOPE OF WORK

Task Number: 2 Task Cost: \$0.00

Task Title: Construction Management

## Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

#### Task Goal Statement:

To provide adequate oversight to ensure that the PROJECT is constructed according to the plans, specifications, and major change orders approved by ECOLOGY.

#### Task Expected Outcome:

PROJECT constructed in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

Recipient Task Coordinator: Mark Papich

## **Construction Management**

## **Deliverables**

| Number | Description   | <b>Due Date</b> |
|--------|---|-----------------|
| 2.1    | Executed contract for construction management services                      |                 |
| 2.2    | Documentation of the RECIPIENT's process for procuring engineering services |                 |
| 2.3    | Construction Quality Assurance Plan   |                 |
| 2.4    | Plan of interim operation of the facility while under construction          |                 |
| 2.5    | "As-built" plans  |                 |
| 2.6    | Declaration of Construction completion                                      |                 |

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

#### **SCOPE OF WORK**

Task Number: 3 Task Cost: \$26,256,846.00

Task Title: Construction

## Task Description:

A. The RECIPIENT will execute a contract for the construction of a new combined sewer control facility according to the rules and restrictions in Chapter 39.10 RCW and as authorized by the Capital Projects Advisory Review Board. The GC/CM contract must include ECOLOGY's specification inserts. The RECIPIENT must ensure that all requests for bids issued by the GC/CM contractor for the project include Ecology's specification inserts.

- B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:
- 1. Construction of a 2.2 million gallon storage facility including control vaults, piping, shoring, flow control devices, odor control, pumps and motors, mechanical room and appurtenances.
- 2. Construction of a plaza over the top of the CSO control facility for site restoration that includes interpretation signage to educate the public about the purpose of the facility.
- C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.
- D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility. If the RECIPIENT has obtained either a preliminary or investment grade energy audit of the utility in the last 5 years, documentation of that audit can be submitted instead.
- E. As a condition of receiving this funding, the RECIPIENT will prepare a fiscal sustainability plan. The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above, has been developed and is being implemented. The plan must include the following elements:
  - 1. An inventory of critical assets that belong to the utility.
  - 2. An evaluation of the condition and performance of the critical assets.
  - 3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
  - 4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

#### Task Goal Statement:

To construct PROJECT in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

## <u>Task Expected Outcome:</u>

PROJECT constructed in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

Recipient Task Coordinator: Mark Papich

## Construction

## **Deliverables**

| Number | Description  | <b>Due Date</b> |
|--------|--|-----------------|
| 3.1    | Copy of the advertisement for bids and the affidavit of publication                              |                 |
| 3.2    | Bid Tabs, the Notice of Award, and a copy of the executed construction contract                  |                 |
| 3.3    | Copy of the notice to proceed  |                 |
| 3.4    | Investment Grade Efficiency Audit documentation  |                 |
| 3.5    | Minutes of the pre-construction meeting  |                 |
| 3.6    | Certification that the Financial Sustainability Plan has been developed and is being implemented |                 |

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

#### **SCOPE OF WORK**

Task Number: 4 **Task Cost:** \$227,320.00

Task Title: Change Orders

## Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

#### **Task Goal Statement:**

Submit change orders to ECOLOGY for approval.

## <u>Task Expected Outcome:</u>

All change orders reviewed by Ecology prior to reimbursement.

Recipient Task Coordinator: Mark Papich

## **Change Orders**

#### **Deliverables**

| Number | Description                 | <b>Due Date</b> |
|--------|-----------------------------|-----------------|
| 4.1    | A copy of all change orders |                 |

Agreement No: WQC-2018-Spokan-00123
Project Title: CSO Basin 26 Control Facility

Recipient Name: City of Spokane

#### **BUDGET**

#### **Funding Distribution EL180500**

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Clean Water State Revolving Fund Standard LFunding Type: Loan
Funding Effective Date: 02/01/2016 Funding Expiration Date: 12/31/2019

Funding Source:

Title: CWSRF-SFY18

Type: Blended State/Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State

Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved

funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 100%
InKind Interlocal Allowed: No
InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.5% Interest Rate: 0.5% Admin Charge: 1%

Terms: 20 years

Project Start Date: 02/01/2016 Project Completion Date: 12/31/2019

Estimated Initiation of Operation date: 12/31/2019

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$
Final Loan Amount: \$
Repayment Schedule Number: 2563

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| Clean Water State Revolving Fund Standard Loan | 7  | Task Total    |  |  |
|--|----|---------------|--|--|
| Project Administration/Management              | \$ | 25,000.00     |  |  |
| Construction Management                        | \$ | 0.00          |  |  |
| Construction                                   | \$ | 26,256,846.00 |  |  |
| Change Orders                                  | \$ | 227,320.00    |  |  |

Total: \$ 26,509,166.00

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#### **Funding Distribution Summary**

## Recipient / Ecology Share

| <b>Funding Distribution Name</b>                  | Recipient Match % | Rec | ripient Share | Ecol | logy Share | Total               |
|---|-------------------|-----|---------------|------|------------|---------------------|
| Clean Water State Revolving<br>Fund Standard Loan | 100.00 %          | \$  | 26,509,166.00 | \$   | 0.00       | \$<br>26,509,166.00 |
| Total   |                   | \$  | 26,509,166.00 | \$   | 0.00       | \$<br>26,509,166.00 |

#### AGREEMENT SPECIFIC TERMS AND CONDITIONS

This project has been identified as an Equivalency project under the State Revolving Fund Capitalization Grants (CFDA-66.458) and is subject to all federal requirements EPA applies to Clean Water State Revolving Funds. In addition to the federal requirements outlined in Section 4 of agreement terms and conditions, the RECIPIENT will maintain documentation of compliance with all single audit act, federal cross cutters, and federal procurement requirements for architectural and engineering services (Chapter 11 of Title 40, U.S.C).

#### SPECIAL TERMS AND CONDITIONS

**SECTION 1: DEFINITIONS** 

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

- "Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
- "Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
- "Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
- "Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
- "Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- "Centennial Clean Water Program" means the state program funded from various state sources.
- "Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.
- "Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of Version 10/30/2015

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solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

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"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

"Project Schedule" means that schedule for the project specified in the agreement.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water

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## pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

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- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

#### **Documentation Options:**

- 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
- 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
- 3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
- d. Real Property Acquisition and Relocation Assistance.
- 1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
- 2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
- 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.
- e. Hazardous Substances.

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- 1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
- 2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
- 3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.
- f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

- C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.
- D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

- E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.
- F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of

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project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

- G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.
- H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.
- I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.
- J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.
- K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.
- L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
- 2. "Section 319 Initial Data Reporting" form in EAGL.
- A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before

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this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

- C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
- D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

- A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting Uniform System of Accounting".
- B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
- C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The

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RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

- D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).
- E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.
- F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

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The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

- 1. Entity's name with point of contact
- 2. Entity's mailing address, telephone number, and e-mail address
- 3. The procurement on which the entity bid or quoted, and when
- 4. Entity's status as an MBE/WBE or non-MBE/WBE
- G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to

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meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

- 1. Financial Capability Assessment Documentation
- 2. Opinion of RECIPIENT's Legal Council
- 3. Authorizing Ordinance or Resolution
- 4. Federal Funding Accountability and Transparency Act (FFATA) Form
- 5. CWSRF Federal Reporting Information form available in EAGL
- 6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
- 7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

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- C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.
- D. Equivalency Projects: (For designated equivalency projects only)
- 1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).
- E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
- F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

- G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
- H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

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I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

#### J. Loan Repayment:

Sources of Loan Repayment

- 1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
- 2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
- 3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
- 4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

- 5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
- 6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

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- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology Cashiering Unit P.O. Box 47611 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

- 2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
- 3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
- 4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid

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principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

- L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
- M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
- N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed

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by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"
- P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

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- 1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
- 2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
- 3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
- 4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.
- S. Termination and Default:

Termination and Default Events

- 1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
- 2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
- 3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
- 4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its

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obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

#### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

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Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

#### **GENERAL FEDERAL CONDITIONS**

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

# <u>A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:</u>

- The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot
- 2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- 4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of

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Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <a href="http://www.sam.gov">http://www.sam.gov</a> and print a copy of completed searches to document proof of compliance.

# B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at <a href="https://www.fsrs.gov/">www.fsrs.gov/</a> within 30 days of agreement signature. The FFATA information will be available to the public at <a href="https://www.usaspending.gov/">www.usaspending.gov/</a>.

For more details on FFATA requirements, see www.fsrs.gov <a href="http://www.fsrs.gov/">http://www.fsrs.gov/>.</a>

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#### GENERAL TERMS AND CONDITIONS

#### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

#### RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form. RECIPIENT shall:
- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

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the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

  https://geology.wo.gov/Pescereb.Data/Data-resources/Geographic Information Systems GIS/Standards PECIPIENT

https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

#### 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

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minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
- 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
- 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

#### 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

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this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

#### 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

#### 23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

#### 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

#### 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

#### 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing,

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

#### 27. TERMINATION

#### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

#### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

#### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

#### d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

| SPOKANE Agenda Sheet      | Date Rec'd                   | 12/5/2018      |               |
|---------------------------|------------------------------|----------------|---------------|
| 12/17/2018                |                              | Clerk's File # | RES 2018-0107 |
|                           |                              | Renews #       |               |
| <b>Submitting Dept</b>    | AIRPORTS                     | Cross Ref #    |               |
| <b>Contact Name/Phone</b> | LARRY KRAUTER 455-6406       | Project #      |               |
| Contact E-Mail            | LKRAUTER@SPOKANEAIRPORTS.NET | Bid #          |               |
| Agenda Item Type          | Resolutions                  | Requisition #  |               |
| Agenda Item Name          | AIRPORTS - JOINT RESOLUTION  |                |               |

# **Agenda Wording**

Joint Resolution w/Spokane County in the matter of authorizing the Airport Board to acquire property located on a portion of Spokane County Assessor Parcel 24063.9041 and 24063.9042, comprising of 5.43 acres of land which is adjacent to SIA property.

## **Summary (Background)**

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property. The Airport Board recommends to the City and the County the acquisition of Spokane County Assessor Tax Parcels as identified on Exhibit A attached to the Joint Resolution.

| Fiscal Impact            | Grant related? | NO                        | <b>Budget Account</b>            |              |  |
|--------------------------|----------------|---------------------------|----------------------------------|--------------|--|
|                          | Public Works?  | NO                        |                                  |              |  |
| Select \$                |                |                           | #                                |              |  |
| Select \$                |                |                           | #                                |              |  |
| Select \$                |                |                           | #                                |              |  |
| Select \$                |                |                           | #                                |              |  |
| <u>Approvals</u>         |                |                           | Council Notificat                | tions_       |  |
| Dept Head                | PFISTER        | , TERRI                   | Study Session                    |              |  |
| <b>Division Director</b> |                |                           | <u>Other</u>                     | <u>Other</u> |  |
| <u>Finance</u>           | BUSTOS         | , KIM                     | Distribution List                |              |  |
| <u>Legal</u>             | PICCOLO        | D, MIKE                   | lkrauter@spokaneairp             | oorts.net    |  |
| For the Mayor            | ORMSB          | Y, MICHAEL                | todd.woodard@spokaneairports.net |              |  |
| Additional Approvals     |                |                           | judyg@spokaneairports.net        |              |  |
| <u>Purchasing</u>        |                | thart@spokaneairports.net |                                  |              |  |
| CITY COUNCIL             | MCDAN          | IEL, ADAM                 | gvasquez@spokanecounty.org       |              |  |
|                          |                |                           |                                  |              |  |
|                          |                |                           |                                  |              |  |

| City Resolution No: 2017-0107 |  |
|-------------------------------|--|
| County Resolution No          |  |

# BEFORE THE BOARD OF COUNTY COMMISSIONERS

|   | OKANE COUNTY, W   |   |  |  |
|---|---|---|--|--|
| AND THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON   |   |   |  |  |
| IN THE MATTER OF AUTHORIZING THE AIRPORT BOARD TO ACQUIRE PROPERTY IDENTIFIED AS A PORTION OF SPOKANE COUNTY ASSESSOR PARCELS 24063.9041 AND 24063.9042 | )<br>)<br>)<br>)<br>)   | DINT RESOLUTION   |  |  |
| Board of County Commissioners, and entered into an agreement dated Aug  | the City of Spokar<br>gust 28, 1990 ("Agre                        | okane County ("County"), by and through its<br>ne ("City"), by and through its City Council,<br>ement") to provide for the joint operation of<br>ane International Airport Business Park; and |  |  |
| WHEREAS, pursuant to Paragraction approve the acquisition, sale, tra  |   | greement, the County and City must by joint real property; and  |  |  |
|   | as identified on Exhib  | d to the County and City the acquisition of bit A, attached hereto, ("Property") comprised tokane Airport property; and   |  |  |
| WHEREAS, the Property is r protection at Spokane Airport; and   | necessary for long  | term aviation development and approach  |  |  |
| NOW THEREFORE, BE IT RESO Washington and by the City Council of   | •   | of County Commissioners of Spokane County,  |  |  |
| Assessor's Tax Parcel on E<br>with Airport funds, at no of<br>Spokane;  | Exhibit A located in cost, expense, or lial inty Assessor's Tax I | Spokane County, Washington, to be paid for ibility to either Spokane County or the City of Parcel as identified on Exhibit A shall vest in pants in common and                                |  |  |
| 3. That the Chief Executive O   | fficer of the Airport I<br>ts on behalf of Spoka                  | Board be and is hereby authorized to prepare ane County and City of Spokane to acquire  |  |  |
| ADOPTED by the Spokane City Council   | this day of   | , 2018.   |  |  |
| Approved as to form:  | Te  | erri L. Pfister, City Clerk   |  |  |
|   |   |   |  |  |

Page 1 of 3

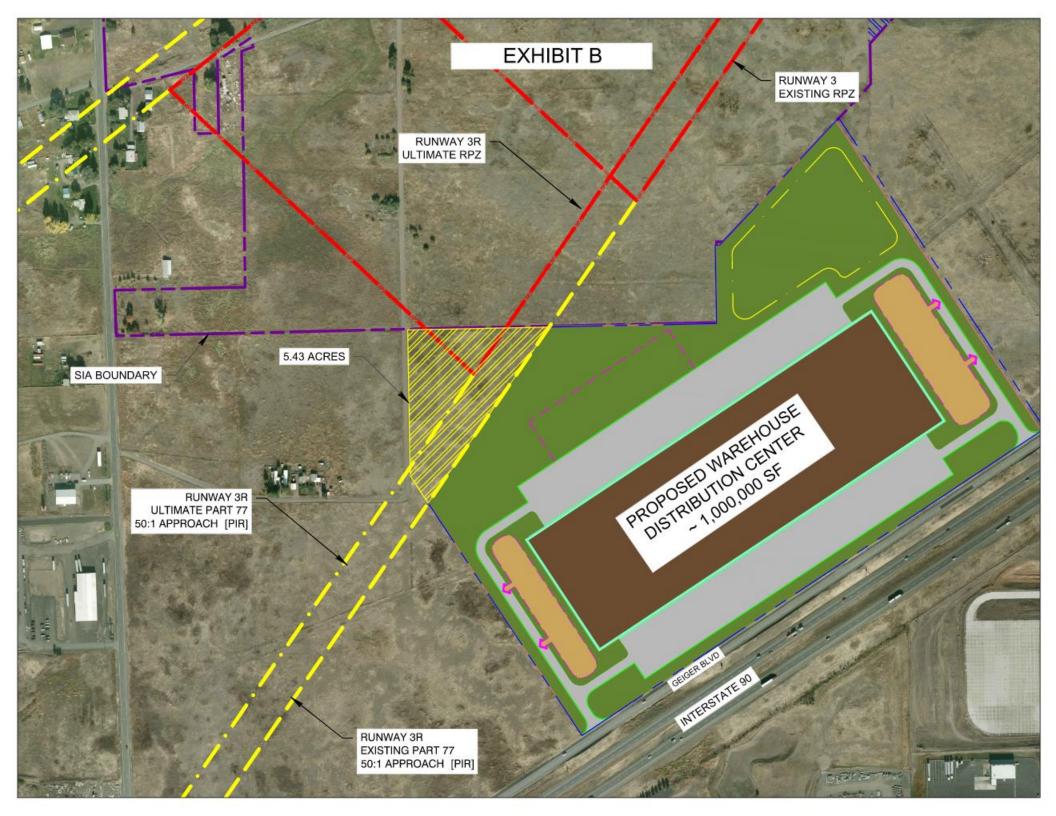
Assistant City Attorney

| ADOPTED by the Board of County   | Commissioners of Spokane County | , Washington this |
|----------------------------------|---------------------------------|-------------------|
| day of                           | _, 2018.                        |                   |
|                                  |                                 |                   |
|                                  |                                 |                   |
|                                  | Josh Kerns, (                   | Chair             |
| ATTEST:                          |                                 |                   |
|                                  | Mary Kuney                      | , Vice-Chair      |
|                                  |                                 |                   |
| Ginna Vasquez Clerk of the Board | Al French, C                    | ommissioner       |
| CIECK OF THE BOATO               |                                 |                   |

### **EXHIBIT A**

# PORTION OF PARCEL NUMBERS OF PROPERTY

24063.9041 24063.9042



| SPOKANE Agenda Sheet      | Date Rec'd   | 12/7/2018      |               |  |
|---------------------------|--|----------------|---------------|--|
| 12/17/2018                |  | Clerk's File # | RES 2018-0108 |  |
|                           |  | Renews #       |               |  |
| Submitting Dept           | CITY COUNCIL   | Cross Ref #    |               |  |
| <b>Contact Name/Phone</b> | BEN STUCKART 6256269                                   | Project #      |               |  |
| Contact E-Mail            | AMCDANIEL@SPOKANECITY.ORG                              | Bid #          |               |  |
| Agenda Item Type          | Resolutions  | Requisition #  |               |  |
| Agenda Item Name          | 0320 SAFE AND HEALTHY STRATEGIC INVESTMENTS RESOLUTION |                |               |  |

# **Agenda Wording**

A resolution requesting allocation of the \$2 million in one-time Safe and Healthy strategic investments to increase affordable housing units, create a rental relocation program

# **Summary (Background)**

This resolution This resolution allocates \$2 million Safe and Health Strategic Investments for the following purposes: • \$1.3 million for additional affordable housing units. • \$225,000 for the creation of a rental relocation program • \$225,000 for creation of a program to assist landlords assist in renting to individuals and families facing homelessness • \$200,000 for continued support of the City of Spokane Envision Center

| Fiscal Impact            | Grant related? | NO        | <b>Budget Account</b>    | <u> </u> |
|--------------------------|----------------|-----------|--------------------------|----------|
|                          | Public Works?  | NO        |                          |          |
| Select \$                |                |           | #                        |          |
| Select \$                |                |           | #                        |          |
| Select \$                |                |           | #                        |          |
| Select \$                |                |           | #                        |          |
| Approvals                |                |           | <b>Council Notifica</b>  | tions    |
| Dept Head                | MCDAN          | IEL, ADAM | <b>Study Session</b>     | 12/6/18  |
| <b>Division Director</b> | <u>r</u>       |           | <u>Other</u>             |          |
| <u>Finance</u>           | BUSTOS         | , KIM     | <b>Distribution List</b> |          |
| <u>Legal</u>             | DALTON         | I, PAT    |                          |          |
| For the Mayor            | ORMSB          | , MICHAEL |                          |          |
| Additional App           | rovals         |           |                          |          |
| <u>Purchasing</u>        |                |           |                          |          |
| CITY COUNCIL             | MCDAN          | IEL, ADAM |                          |          |
|                          |                |           |                          |          |
|                          |                |           |                          |          |



# Continuation of Wording, Summary, Budget, and Distribution

# **Agenda Wording**

create a program to assist landlords in expanding rental opportunities to individuals and families facing homelessness, and to further support the Envision Center HUD program

| Summary | <u>(Background)</u> |
|---------|---------------------|
|         |                     |

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

#### Resolution 2018-0806

A resolution requesting allocation of the \$2 million in one-time Safe and Healthy strategic investments to increase affordable housing units, create a rental relocation program, create a program to assist landlords in expanding rental opportunities to individuals and families facing homelessness, and to further support the Envision Center HUD program.

WHEREAS, the Spokane City Council adopted Ordinance C35653 on July 23, 2018, which provided one-time funds for Safe and Healthy strategic investments in housing and for our vulnerable populations; and

WHEREAS, the City of Spokane faces a shortage of affordable housing units including 145 families with housing vouchers currently waiting for available units in Spokane; and

WHEREAS, the City of Spokane has an opportunity to create a program to assist tenants when displaced from a rental unit at no fault of their own; and

WHEREAS, the City of Spokane has an opportunity to assist landlords with resources to expand rental opportunities to individuals and families facing homelessness;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Spokane that we hereby request \$1.3 million of the \$2 million strategic investment dollars appropriated on July 23, 2018, be allocated immediately for the purpose of adding affordable housing units to the City's housing stock; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane we hereby request \$225,000 of the \$2 million strategic investment dollars appropriated on July 23, 2018, be allocated for the creation of a rental relocation assistance program with the goal of assisting tenants who are displaced from a property as a result of rehabilitation, demolition, or acquisition; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane hereby request \$225,000 of the \$2 million strategic investment dollars appropriated on July 23, 2018, be allocated for the creation of a program to assist landlords in renting to individuals and families facing homelessness with benefits such as prospective tenant location, mediation services, and access to funds for losses including unpaid rent and excessive damages; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane hereby request \$250,000 of the \$2 million strategic investment dollars appropriated on July 23, 2018, be allocated for the continued support of the City's Envision Center to help HUD-assisted families in Spokane achieve self-sufficiency.

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

| SPOKANE Agenda Sheet      | Date Rec'd                                     | 12/7/2018      |               |
|---------------------------|--|----------------|---------------|
| 12/17/2018                |  | Clerk's File # | RES 2018-0109 |
|                           |  | Renews #       |               |
| <b>Submitting Dept</b>    | CITY COUNCIL                                   | Cross Ref #    |               |
| <b>Contact Name/Phone</b> | BEN STUCKART 6256269                           | Project #      |               |
| Contact E-Mail            | AMCDANIEL@SPOKANECITY.ORG                      | Bid #          |               |
| Agenda Item Type          | Resolutions                                    | Requisition #  |               |
| Agenda Item Name          | 0320 BOARD AND COMMITTEE APPOINTMENTS FOR 2019 |                |               |

# **Agenda Wording**

A resolution regarding council member appointments to boards and committees.

# **Summary (Background)**

This resolution approves the appointments to the City Council standing committees, inter-governmental boards and other boards and committees.

| Fiscal Impact            | Grant  | related? | NO        | <b>Budget Account</b>       |          |
|--------------------------|--------|----------|-----------|-----------------------------|----------|
|                          | Public | Works?   | NO        |                             |          |
| Select \$                |        |          |           | #                           |          |
| Select \$                |        |          |           | #                           |          |
| Select \$                |        |          |           | #                           |          |
| Select \$                |        |          |           | #                           |          |
| <u>Approvals</u>         |        |          |           | <b>Council Notification</b> | <u>s</u> |
| Dept Head                |        | MCDANI   | EL, ADAM  | Study Session               |          |
| <b>Division Director</b> | ,      |          |           | <u>Other</u>                |          |
| <u>Finance</u>           |        | BUSTOS,  | KIM       | <b>Distribution List</b>    |          |
| Legal                    |        | DALTON   | , PAT     |                             |          |
| For the Mayor            |        | ORMSBY   | , MICHAEL |                             |          |
| Additional Approvals     |        |          |           |                             |          |
| <u>Purchasing</u>        |        |          |           |                             |          |
| CITY COUNCIL             |        | MCDANI   | EL, ADAM  |                             |          |
|                          |        |          |           |                             |          |
|                          | ·      |          |           |                             |          |

#### **RESOLUTION 2018-0109**

A resolution regarding council member appointments to boards and committees.

WHEREAS, city council members are appointed to serve on various boards and committees, including City Council standing committees, intergovernmental boards and various other boards and committees; and

WHEREAS, City Council standing committee appointments are governed by Chapter 2.005 of the Spokane Municipal Code and Rule 9 of the City Council's Rules of Procedure; and

WHEREAS, council members are included as members of several intergovernmental boards and committees and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the SMC and state statutes; -- Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITYOF SPOKANE that the City Council approves the appointments to the City Council standing committees, inter-governmental boards and other boards and committees as set forth in Attachment A.

BE IT FURTHER RESOLVED that subsequent changes to the boards and committees appointments may be approved by motion of the Council.

2012

ADOPTED by the City Council on

| Abor 12b by the oity of | ouriell off | , 2010. |
|-------------------------|-------------|---------|
|                         | City Clerk  |         |
| Approved as to form:    |             |         |
| Assistant City Attorney |             |         |

Committee/Board 2018 Proposed 2019 Recommended

Urban Experience Chair: Ben Stuckart Vice: Karen Stratton Chair: Ben Stuckart Vice: Karen Stratton

Finance and Admiin Chair: Candace Mumm Vice: Kate Burke
Public Infrastructure and Sustainability Chair: Breean Beggs Vice: Mike Fagan
Public Safety & Community Health Chair: Lori Kinnear Vice: Karen Stratton Chair: Lori Kinnear Vice: Karen Stratton

Public Safety & Community Health Chair: Lori kinnear vice: karen Stratton Chair: Lori kinnear vice: karen Strat

Parks BoardMike FaganMike FaganPark Board Exec CommitteeLori Kinnear, Ben StuckartMike FaganLibrary BoardKate BurkeKate Burke

Planning Commission Lori Kinnear Kate Burke
Planning Commission - Transportation Sub. Lori Kinnear Kate Burke
Airport Board Ben Stuckart Ben Stuckart

\*\*Airport Board PDA Ben Stuckart Ben Stuckart Ben Stuckart Board of Health Karen Stratton, Breean Beggs, Kate Burke Karen Stratton, Breean Beggs, Kate Burke

Visit SpokaneBreean BeggsBreean Beggs\*\* Lodging TaxBreean BeggsBreean Beggs\*\* Lodging Tax 1.3%Breean BeggsBreean BeggsPolice PensionBen Stuckart, Mike FaganBen Stuckart, Mile

Police PensionBen Stuckart, Mike FaganBen Stuckart, Mike FaganFire PensionBen Stuckart, Candace MummBen Stuckart, Candace Mumm

Spokane Employees Retirement Board Candace Mumm Candace Mumm
Community Health and Human Services Karen Stratton, Mike Fagan Karen Stratton, Mike Fagan

Arts Fund Karen Stratton Karen Stratton

 Human Rights Commission
 Kate Burke
 Kate Burke

 Aging and Long Term Care
 Mike Fagan, Karen Stratton
 Mike Fagan, Karen Stratton

Growth Management Act Steering Committee Breean Beggs, Candace Mumm, Kate Burke Breean Beggs, Candace Mumm, Kate Burke

ackana Parianal Salid Warta Liziran Paard Mike Earan Mi

Spokane Regional Solid Waste Liaison Board Mike Fagan Mike Fagan

Spokane Transit Authority (STA) Lori Kinnear, Candace Mumm Lori Kinnear, Candace Mumm, Ben Stuckart. Kate Burke

STA Central City Line Lori Kinnear Lori Kinnear Lori Kinnear

Spokane Regional Transportation Council Kate Burke, Lori Kinnear Mayor Condon, Lori Kinnear

University District PDA

Ben Stuckart

Ben Stuckart

Parking Advisory Committee Breean Beggs, Lori Kinnear Breean Beggs, Lori Kinnear

Investment Committee Candace Mumm Candace Mumm Karen Stratton Karen Stratton

DSP (Downtown Spokane Partnership)
Lori Kinnear
Lori Kinnear
The Yard PDA
Mike Fagan
Spokane Regional Law and Justice
Breean Beggs
Local Emergency Planning
Mike Fagan
Mike Fagan
Mike Fagan

Red Light Allocation Breean Beggs, Kate Burke, Candace Mumm Breean Beggs, Kate Burke, Candace Mumm

911 Integrated Response Committee Lori Kinnear, Breean Beggs Lori Kinnear, Breean Beggs

Legislative LiaisonCandace Mumm, Breean Beggs, Kate BurkeCandace Mumm, Breean Beggs, Kate Burke21st Century Workforce (Equity)Candace Mumm, Kate Burke, Karen StrattonCandace Mumm, Mike Fagan, Karen StrattonDocketingCandace Mumm, Karen Stratton, Ben StuckartCandace Mumm, Karen Stratton, Ben Stuckart

AWC Board Candace Mumm Candace Mumm

Mayor's Economic Advisory Committee Rotate Rotate Rotate

Community Assembly Rotate Rotate
Clean Air Agency Ben Stuckart Kate Burke
Police Advisory Committee Mike Fagan Mike Fagan

| SPOKANE Agenda Sheet      | Date Rec'd                       | 12/11/2018          |                |
|---------------------------|----------------------------------|---------------------|----------------|
| 12/17/2018                | Clerk's File #                   | RES 2018-0110       |                |
|                           |                                  | Renews #            |                |
| <b>Submitting Dept</b>    | CITY COUNCIL                     | Cross Ref #         |                |
| <b>Contact Name/Phone</b> | BREEAN BEGGS 6256269             | Project #           |                |
| Contact E-Mail            | AMCDANIEL@SPOKANECITY.ORG        | Bid #               |                |
| Agenda Item Type          | Resolutions                      | Requisition #       |                |
| Agenda Item Name          | 0320 RESOLUTION APPOINTING THE S | USTAINABILITY ACTIO | N SUBCOMMITTEE |

# **Agenda Wording**

A Resolution forming an ad hoc sustainability action subcommittee of the City Council's Public Infrastructure, Environment, and Sustainability Committee.

# **Summary (Background)**

This resolution creates a Sustainability Action Subcommittee of the City Council's Public Infrastructure, Environment, and Sustainability Committee.

| Fiscal Impact            | Grant relat | ed? NO                   |             | <b>Budget Account</b>    |       |
|--------------------------|-------------|--------------------------|-------------|--------------------------|-------|
|                          | Public Wor  | ks? NO                   |             |                          |       |
| Select \$                |             |                          |             | #                        |       |
| Select \$                |             |                          |             | #                        |       |
| Select \$                |             |                          |             | #                        |       |
| Select \$                |             |                          |             | #                        |       |
| Approvals                |             | <b>Council Notificat</b> | <u>ions</u> |                          |       |
| Dept Head                | MCI         | DANIEL, AI               | DAM         | Study Session            | 12/13 |
| <b>Division Director</b> |             |                          |             | <u>Other</u>             |       |
| <u>Finance</u>           | BUS         | TOS, KIM                 |             | <b>Distribution List</b> |       |
| <u>Legal</u>             | PICO        | COLO, MIK                | Έ           |                          |       |
| For the Mayor            | ORM         | ASBY, MIC                | HAEL        |                          |       |
| Additional Approvals     |             |                          |             |                          |       |
| <u>Purchasing</u>        |             |                          |             |                          |       |
| CITY COUNCIL             | MCI         | DANIEL, AI               | DAM         |                          |       |
|                          |             |                          |             |                          |       |
|                          |             |                          |             |                          |       |

## RESOLUTION NO. 2018-\_\_\_\_

A Resolution forming an ad hoc sustainability action subcommittee of the City Council's Public Infrastructure, Environment, and Sustainability Committee.

**WHEREAS**, the official policy of the City of Spokane is "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", SMC 15.05.010; and

**WHEREAS,** to implement this policy, the City has decided, under SMC 15.05.030, to "utilize the City of Spokane Sustainability Action Plan . . . as a framework for developing and implementing the City's efforts related to climate change mitigation and adaptation and energy security"; and

**WHEREAS,** the City Council has also codified, in SMC 15.05.060, various reporting requirements concerning the status and progress of the City's efforts to implement the City's Sustainability Action Plan, and

**WHEREAS**, the City's Comprehensive Plan Goal NE 9 (Sustainable Economy) states that the City intends to "[e]nhance the natural environment to support a thriving sustainable economy"; and

**WHEREAS,** the City Council has the authority to create ad hoc committees or subcommittees for a designated term or for a specific task by City Council resolution, under City Council Rule of Procedure 9.4; and

**WHEREAS**, Rule 9.4 also provides that the resolution which creates the ad hoc committee can set forth "matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee".

# **NOW, THEREFORE, BE IT RESOLVED** by the Spokane City Council that:

**Section 1.** The City Council hereby forms an ad hoc Sustainability Action Subcommittee of the City Council's Public Infrastructure, Environment, and Sustainability Committee.

**Section 2.** The purposes of the Sustainability Action Subcommittee shall be (1) to investigate and make periodic reports to the City Council on the progress of the City's efforts toward meeting the City's 100% renewable energy and greenhouse gas emissions reduction goals no later than January 1, 2020; (2) to make a comprehensive report to the City Council including suggested methods to reach the City's 100% renewable energy and greenhouse gas emissions reductions goals no later than January 1, 2022; (3) to recommend any necessary changes to the City's Sustainability

Action Plan and necessary policy actions to advance the City's Sustainability Action and Climate Action Plans; (4) to recommend issue-specific work plans, such as sustainable transportation and sustainability in the built environment, created with a workgroup consisting of Sustainability Action Subcommittee members and non-subcommittee members experts in each issue area; and (5) other specific tasks assigned to the subcommittee by City Council resolution.

**Section 3.** The Sustainability Action Subcommittee shall consist of eleven members, appointed by City Council resolution, with the backgrounds and expertise outlined in Spokane Municipal Code 04.36.020.

**Section 4.** The Sustainability Action Subcommittee members shall elect leadership from among its members and set and conduct its meetings consistent with the Open Public Meetings Act and the Public Records Act.

| Passed by the City Council t | nis day of | , 2018. |
|------------------------------|------------|---------|
|                              | City Clerk |         |
| Approved as to form:         |            |         |
| Assistant City Attorney      |            |         |

| SPOKANE Agenda Sheet      | for City Council Meeting of:                                       | <b>Date Rec'd</b> | 10/22/2018 |
|---------------------------|--|-------------------|------------|
| 11/05/2018                | Clerk's File #   | ORD C35697        |            |
|                           |  | Renews #          |            |
| <b>Submitting Dept</b>    | CITY COUNCIL   | Cross Ref #       |            |
| <b>Contact Name/Phone</b> | KATE BURKE 625-6275  | Project #         |            |
| Contact E-Mail            | KATEBURKE@SPOKANECITY.ORG  | Bid #             |            |
| Agenda Item Type          | Final Reading Ordinance  | Requisition #     |            |
| Agenda Item Name          | 0320 - ORDINANCE CONCERNING PUBLIC ACCESS TO PUBLIC SPACES AT CITY |                   |            |
|                           | HALL   |                   |            |

# **Agenda Wording**

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

# **Summary (Background)**

This ordinance provides that the first floor of City Hall is a publicly-accessible space during working hours, and that members of the public are welcome unless they are obstructing or interfering with the work of City employees.

| Fiscal Impact               | Grant r  | elated?                     | NO        | <b>Budget Account</b>    |                       |
|-----------------------------|----------|-----------------------------|-----------|--------------------------|-----------------------|
|                             | Public \ | Works?                      | NO        |                          |                       |
| Neutral \$                  |          |                             |           | #                        |                       |
| Select \$                   |          |                             |           | #                        |                       |
| Select \$                   |          |                             |           | #                        |                       |
| Select \$                   |          |                             |           | #                        |                       |
| Approvals                   |          | <b>Council Notification</b> | <u>is</u> |                          |                       |
| Dept Head                   |          | MCDANI                      | EL, ADAM  | Study Session            |                       |
| <b>Division Director</b>    | ,        |                             |           | <u>Other</u>             | PIES Comm., 8/22/2018 |
| <u>Finance</u>              |          | BUSTOS,                     | KIM       | <b>Distribution List</b> |                       |
| <u>Legal</u>                |          | DALTON,                     | PAT       |                          |                       |
| For the Mayor               |          | ORMSBY                      | , MICHAEL |                          |                       |
| <b>Additional Approvals</b> |          |                             |           |                          |                       |
| <u>Purchasing</u>           |          |                             |           |                          |                       |
| CITY COUNCIL                |          | MCDANI                      | EL, ADAM  |                          |                       |
|                             |          |                             |           |                          |                       |
|                             |          |                             |           |                          |                       |

#### ORDINANCE NO. C35697

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

WHEREAS, City Hall is a publicly-owned building; and

**WHEREAS**, the City of Spokane strives to be a transparent government body, and seeks to encourage greater public participation in our local government activities; and

WHEREAS, one of the City's goals, as outlined in its strategic plan, is to "[c]reate a compassionate community so that all people can feel safe, empowered, and welcome"; and

**WHEREAS,** our strategic plan also calls on the City to "protect vulnerable populations," some of whom are people in Spokane who may have nowhere else to go during the coldest times of the year; and

WHEREAS, the recent "#spokind" City initiative tells the world that "[i]n Spokane, we strive to be a city of kindness," "no matter what you look like"; and

WHEREAS, the lobby of City Hall, on the first, floor, has a designated seating area where people can sit and rest without disturbing the work of City employees; and

**WHEREAS**, the City Council has determined that a specific statement that certain areas of City Hall are always accessible to the public is required.

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

**Section 1.** That there is enacted a new section 12.05.050 of the Spokane Municipal Code to read as follows:

# Section 12.05.050 Public Access to City Hall

- A. City Hall is a public building, owned by the City of Spokane and its people, for the access of, and provision of services to, the people of Spokane.
- B. In addition to other areas to which the public has access during the City's office hours (defined in SMC 03.02.010 as 8 a.m. to 5 p.m., Monday through Friday, public holidays excepted), the first-floor lobby of City Hall is a public area, and any member of the public may enter and remain there during office hours, without time limit. A member of the public may be removed from the first-floor lobby of City Hall if he or she engages in violent or threatening behavior or causes a disturbance which impairs the ability of City employees to conduct City business.

- C. Other areas of City Hall may, by appropriate administrative policy, be designated as non-public areas, to which public access may be restricted during normal City office hours.
- D. The Mayor or the Mayor's Designee may activate City Hall for purposes of a warming center, cooling center, safe air center, or emergency center in compliance with activation criteria set forth in SMC 18.05.020. Any working condition impacts to City of Spokane employees from the activation of City Hall as a warming center, cooling center, safe air center, or emergency shelter may be subject to mandatory bargaining.
- E. All administrative policies which are in conflict with this section are superseded to the extent of the conflict.

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

| SPOKANE Agenda Sheet      | for City Council Meeting of:        | Date Rec'd     | 12/4/2018  |
|---------------------------|-------------------------------------|----------------|------------|
| 12/17/2018                |                                     | Clerk's File # | ORD C35725 |
|                           |                                     | Renews #       |            |
| Submitting Dept           | POLICE                              | Cross Ref #    |            |
| <b>Contact Name/Phone</b> | ERIC OLSEN 835-4505                 | Project #      |            |
| Contact E-Mail            | ELOSEN@SPOKANEPOLICE.ORG            | Bid #          |            |
| Agenda Item Type          | First Reading Ordinance             | Requisition #  |            |
| Agenda Item Name          | 0680 - SPD IMPREST FUNDS - INVESTIG | GATIONS        |            |

### **Agenda Wording**

An amendment to increase the Police Department Imprest Fund SMC 07.03.151 (INVESTIGATIONS) from \$25,000.00 to \$50,000.00.

## **Summary (Background)**

SPD's Investigations Imprest Fund is currently split between three separate units and one internal bank totaling \$25,000; SIU - \$10,000, TCU - \$1,500, Patrol - \$500, and internal bank - \$13,000. This amount pays for informants, information sources, as well as the purchase of illegal narcotics, firearms, and other stolen property. While the existing amount is significant, it is no longer adequate to meet the needs of the units utilizing these imprest funds.

| Fiscal Impact            | Grant related? | NO        | <b>Budget Account</b>    | !                 |
|--------------------------|----------------|-----------|--------------------------|-------------------|
|                          | Public Works?  | NO        |                          |                   |
| Neutral \$               |                |           | #                        |                   |
| Select \$                |                |           | #                        |                   |
| Select \$                |                |           | #                        |                   |
| Select \$                |                |           | #                        |                   |
| Approvals                |                |           | <b>Council Notifica</b>  | tions_            |
| Dept Head                | MEIDL, O       | CRAIG     | Study Session            | Finance Committee |
| <b>Division Director</b> | MEIDL, O       | CRAIG     | <u>Other</u>             |                   |
| <u>Finance</u>           | SCHMIT         | Γ, KEVIN  | <b>Distribution List</b> | ·                 |
| <u>Legal</u>             | DALTON         | , PAT     | spdfinance               |                   |
| For the Mayor            | ORMSBY         | , MICHAEL | eolsen                   |                   |
| Additional App           | rovals         |           | kfriesen                 |                   |
| <u>Purchasing</u>        |                |           |                          |                   |
| CITY COUNCIL             | MCDANI         | EL, ADAM  |                          |                   |
| FINANCE & ADMI           | IN CTORUE      | R, SALLY  |                          |                   |

# **Briefing Paper**(Sustainable Resources Committee)

| •   | ,  |  |  |  |  |
|---|--|--|--|--|--|
| Division & Department:  | Police   |  |  |  |  |
| Subject:  | Increase to SIU Imprest fund   |  |  |  |  |
| Date:   |  |  |  |  |  |
| Contact (email & phone):  | Eric Olsen eolsen@spokanepolice.org 835-4505   |  |  |  |  |
| City Council Sponsor:   |  |  |  |  |  |
| <b>Executive Sponsor:</b>   |  |  |  |  |  |
| Committee(s) Impacted:  | Sustainable Resources/Public Safety  |  |  |  |  |
| Type of Agenda item:  | oxtimes Consent $oxtimes$ Discussion $oxtimes$ Strategic Initiative  |  |  |  |  |
| Alignment: (link agenda item<br>to guiding document – i.e.,<br>Master Plan, Budget, Comp<br>Plan, Policy, Charter, Strategic<br>Plan)   |  |  |  |  |  |
| Strategic Initiative:   |  |  |  |  |  |
| Deadline:   |  |  |  |  |  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Update to SMC 07.03.151 increasing the Investigations imprest fund to an amount not to exceed fifty-thousand dollars   |  |  |  |  |
| Patrol - \$500, and internal ban<br>well as the purchase of illega<br>amount is significant, it is no le<br>funds.<br>The Police Department would<br>between the three units and in | and one internal bank totaling \$25,000; SIU - \$10,000, TCU - \$1,500, k - \$13,000. This amount pays for informants, information sources, as all narcotics, firearms, and other stolen property. While the existing onger adequate to meet the needs of the units utilizing these imprest I like to amend the Municipal Code to allow for a total of \$50,000 sternal bank that replenishes them. For the level of work they perform, money to use for enforcement purposes to continue their efforts in jail. |  |  |  |  |
| <ul> <li>Money pays for inform<br/>controlled substances of<br/>build cases</li> <li>Due to the number of a</li> </ul>  | restigations and has the largest portion imprest funds at \$10,000 mants and other sources of information critical to identifying the sale of as well as funds the controlled purchases of those narcotics in order to active cases, there are many times the cases developed by the oint where \$10,000 is no longer adequate to meet the needs of substances   |  |  |  |  |
| Budget Impact:  |  |  |  |  |  |
| Approved in current year budget? $\square$ Yes $\boxtimes$ No $\square$ N/A   |  |  |  |  |  |
| Annual/Reoccurring expenditure? $oximes$ Yes $oximes$ No $oximes$ N/A   |  |  |  |  |  |
| If new, specify funding source:   |  |  |  |  |  |
|   | Other budget impacts: (revenue generating, match requirements, etc.)   |  |  |  |  |
| Operations Impact: Consistent with current operat   | ions/policy? ⊠ Yes □ No □ N/A  |  |  |  |  |
| Consistent with current operations/policy? $\square$ Yes $\square$ No $\square$ N/A Requires change in current operations/policy? $\square$ Yes $\square$ No $\square$ N/A          |  |  |  |  |  |
| Specify changes required:   | rations, policy: — res = res   |  |  |  |  |
| nown challenges/harriers  |  |  |  |  |  |

#### ORDINANCE NO. C35725

AN ORDINANCE relating to Imprest Funds for the Police Department's Investigations; amending SMC section 07.03.151 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 07.03.151 is amended to read as follows:

#### **07.03.151 Police Department – Investigations**

There is established in the police department an Investigations imprest fund in an amount not to exceed twenty five thousand dollars fifty thousand dollars.

| PASSED by the City Council on |                         | <u>-</u> · |
|-------------------------------|-------------------------|------------|
|                               | Council President       |            |
| Attest:                       | Approved as to form:    |            |
| City Clerk                    | Assistant City Attorney |            |
| Mayor                         | Date                    |            |
|                               | Effective Date          |            |

| SPOKANE Agenda Sheet      | for City Council Meeti    | ng of: Date Rec       | <u>'d</u> | 12/5/2018  |
|---------------------------|---------------------------|-----------------------|-----------|------------|
| 12/17/2018                |                           | Clerk's Fi            | le #      | ORD C35726 |
|                           |                           | Renews #              | <u> </u>  |            |
| <b>Submitting Dept</b>    | CITY COUNCIL              | Cross Re              | f #       |            |
| <b>Contact Name/Phone</b> | KATE BURKE 625-6          | Project #             |           |            |
| Contact E-Mail            | KATEBURKE@SPOKANECITY.    | ORG Bid #             |           |            |
| Agenda Item Type          | First Reading Ordinance   | Requisition           | on #      |            |
| Agenda Item Name          | 0320 - ORDINANCE REPEALIN | G "SIT AND LIE" PROHI | BITION    |            |

#### **Agenda Wording**

An ordinance removing criminal penalties for homelessness; repealing sections 10.10.026 and 12.02.1010; and amending sections and 12.02.1002 and 12.06A.040 of the Spokane Municipal Code.

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

Recently, the 9th Circuit decided Martin v. City of Boise, holding that "an ordinance violates the Eighth Amendment insofar as it imposes criminal sanctions against homeless individuals for sleeping outdoors, on public property, when no alternative shelter is available to them." In Spokane, as in Boise, there are not enough shelter beds for all homeless people. It is a misdemeanor (a crime) to sit or lie on the sidewalks in the designated area. This ordinance repeals that criminal sanction.

| Fiscal Impact            | Grant related? | NO                      | <b>Budget Account</b>    |                        |
|--------------------------|----------------|-------------------------|--------------------------|------------------------|
|                          | Public Works?  | NO                      |                          |                        |
| Neutral \$               |                |                         | #                        |                        |
| Select \$                |                |                         | #                        |                        |
| Select \$                |                |                         | #                        |                        |
| Select \$                |                |                         | #                        |                        |
| Approvals                |                | <b>Council Notifica</b> | tions                    |                        |
| Dept Head                | MCDAN          | EL, ADAM                | Study Session            |                        |
| <b>Division Director</b> |                |                         | <u>Other</u>             | PIES Comm., 11/26/2018 |
| <u>Finance</u>           | BUSTOS         | KIM                     | <b>Distribution List</b> |                        |
| <u>Legal</u>             | PICCOLO        | , MIKE                  |                          |                        |
| For the Mayor            | ORMSBY         | , MICHAEL               |                          |                        |
| <b>Additional App</b>    | <u>rovals</u>  |                         |                          |                        |
| <u>Purchasing</u>        |                |                         |                          |                        |
| CITY COUNCIL             | MCDAN          | EL, ADAM                |                          |                        |
|                          |                |                         |                          |                        |
|                          |                |                         |                          |                        |

| ORDINANCE NO. | . C- |
|---------------|------|
|               |      |

An ordinance removing criminal penalties for homelessness; repealing sections 10.10.026 and 12.02.1010; and amending sections and 12.02.1002 and 12.06A.040 of the Spokane Municipal Code.

**WHEREAS**, recently, the 9<sup>th</sup> Circuit Court of Appeals decided, in *Martin v. City of Boise*, No. 15-35845 (9<sup>th</sup> Cir. 2018), that "an ordinance violates the Eighth Amendment insofar as it imposes criminal sanctions against homeless individuals for sleeping outdoors, on public property, when no alternative shelter is available to them"; and

**WHEREAS,** this decision was based the mere fact that there was not enough shelter for all homeless people, thus making it unavoidable that some homeless people must live outdoors, without regard to the reason(s) that a shelter was unavailable; and

**WHEREAS**, the Spokane Municipal Code makes it a misdemeanor – a criminal offense punishable by up to 90 days in jail - to "sit or lie down" on a public sidewalk in designated areas of the city between the hours or 6 a.m. and midnight; and

**WHEREAS**, the Spokane Municipal Code also makes it a misdemeanor – again, a criminal offense punishable by up to 90 days in jail - for any person to sleep in any park in the city of Spokane or to camp on any public property in the city of Spokane; and

**WHEREAS,** on virtually any day of the year, the number of unsheltered homeless people in the city of Spokane exceeds the available shelter space for them, which means that the City of Spokane is potentially violating the Eighth Amendment to the U.S. Constitution, as did the City of Boise in the recent *Martin* case; and

**WHEREAS,** concerns about harassment, intimidation, or other personal conduct offenses are and can be addressed by existing law even absent criminal prohibitions on merely sitting, lying, sleeping, or camping on public property; and

**WHEREAS,** the City of Boise's ordinance examined in *Martin* was found to violate the Eighth Amendment even though Boise's regulations, like the City of Spokane's ordinance, maintain a "shelter protocol," which requires that the police department refrain from enforcement whenever the shelters are full; and

**WHEREAS,** yet, despite various provisions stating that the ordinance will not be enforced when the shelters are full, and according to Spokane Police Department data, the number of citations issued in the first eight months of 2018 for violation of the "sit and lie" ordinance (175 citations) exceeds the total number of citations issued for the same violation in 2014, 2015, 2016, and 2017 combined (161 citations); and

**WHEREAS**, the City of Spokane intends to amend its municipal code to ensure that the City's laws are in full compliance with the U.S. Constitution and federal court decisions, to stop criminalizing people because of their homelessness, and to help ensure that the City of Spokane is a compassionate place in which all people are welcome.

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

**Section 1.** That section 10.10.026 of the Spokane Municipal Code is hereby repealed in its entirety.

**Section 2.** That section 12.02.1002 is amended to read as follows:

#### Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- ((A. "Camp" or "camping" shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one's personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.))
- ((B.))A. "Public property" shall mean any property including but not limited to parks, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.
- ((<del>C.</del>))<u>B.</u> "Public Tree" is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. "City-owned property" does not refer to the right-of-way.
- ((<del>D.</del>))<u>C.</u> "Street tree" means any tree or shrub located within the public right-of-way.
- **Section 3.** That section 12.02.1010 of the Spokane Municipal Code is hereby repealed in its entirety.
- **Section 4.** That section 12.06A.040 of the Spokane Municipal Code is amended to read as follows:

#### Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

#### A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

#### B. Vehicles and Watercraft

- 1. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
- 2. No person may park outside designated parking areas.
- 3. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
- 4. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street bridge and the west line of the Monroe Street bridge.

#### C. Speed

- 1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
- At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

#### D. Games and Athletics

- 1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
- 2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
- 3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
- 4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

- 1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof. A violation of this section is a class 4 civil infraction.
- 2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
- 3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
- 4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
- 5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

#### F. Drugs and Alcohol

- 1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
- 2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.

#### G. Weapons and Projectiles

- 1. Any person who possesses a dangerous weapon as defined in RCW 9.41.250 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
- 2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Other Uses of Park Property and Facilities

- 1. No person may use or occupy park property ((to sleep, store property or for any other purpose when done)) in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
- No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
- 3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
- ((4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except

Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.))

- ((<del>5.</del>))4. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- I. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

| PASSED by the City Council on | <del></del> •           |  |
|-------------------------------|-------------------------|--|
|                               |                         |  |
|                               | Council President       |  |
| Attest:                       | Approved as to form:    |  |
| City Clerk                    | Assistant City Attorney |  |
| Mayor                         | Date                    |  |
|                               | Effective Date          |  |

| SPOKANE Agenda Sheet      | for City Council Meeting       | of: Date Rec'd   | 12/5/2018  |
|---------------------------|--------------------------------|------------------|------------|
| 12/17/2018                |                                | Clerk's File #   | ORD C35727 |
|                           |                                | Renews #         |            |
| <b>Submitting Dept</b>    | DEVELOPER SERVICES CENTER      | Cross Ref #      |            |
| <b>Contact Name/Phone</b> | DONNA DEBIT 625-6637           | Project #        |            |
| Contact E-Mail            | DDEBIT@SPOKANECITY.ORG         | Bid #            |            |
| Agenda Item Type          | First Reading Ordinance        | Requisition #    |            |
| Agenda Item Name          | 4700 - REDDING REZONE - OFFICE | TO OFFICE RETAIL |            |

### **Agenda Wording**

Proposal to rezone parcels south of Francis, between Ash and Walnut, from Office to Office Retail.

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

On July 25, 2018 the City's Hearing Examiner approved file no. Z18-423REZN to rezone multiple parcels from Office (O) to Office Retail (OR). The subject properties are located on the south side of Francis Ave., between N. Ash St. and N. Walnut St. Currently on 'Site A' there are four (4) single family homes, all constructed in 1952. Currently on 'Site B' there are also four (4) single family homes, all constructed between 1953 and 1954.

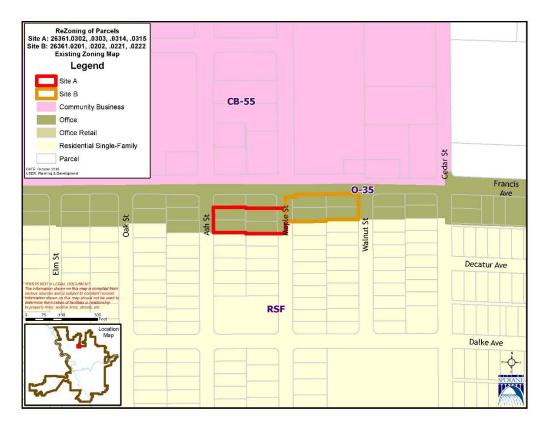
| Grant related?       | NO  | <b>Budget Account</b>   |  |
|----------------------|---|---|--|
| Public Works?        | NO  |   |  |
|                      |   | #   |  |
|                      |   | #   |  |
|                      |   | #   |  |
|                      |   | #   |  |
|                      |   | <b>Council Notification</b>   | <u>s</u>   |
| CORTRIG              | iHT, CARLY  | Study Session   |  |
| KINDER,              | DAWN  | <u>Other</u>  | Urban Experience 11-12-  |
|                      |   |   | 18   |
| ORLOB, I             | KIMBERLY  | <b>Distribution List</b>  |  |
| RICHMA               | N, JAMES  | ddebit@spokanecity.org  |  |
| ORMSBY               | , MICHAEL   | sbishop@spokanecity.org   |  |
| Additional Approvals |   | kbecker@spokanecity.org   |  |
|                      |   | dkinder@spokanecity.org   |  |
| MCDANI               | EL, ADAM  | tpalmquist@spokanecity.o  | rg   |
|                      |   |   |  |
|                      |   |   |  |
|                      | CORTRIG<br>KINDER,<br>ORLOB, I<br>RICHMAI<br>ORMSBY | CORTRIGHT, CARLY KINDER, DAWN  ORLOB, KIMBERLY RICHMAN, JAMES ORMSBY, MICHAEL | Public Works? NO  #  #  Council Notification  CORTRIGHT, CARLY  KINDER, DAWN  ORLOB, KIMBERLY  RICHMAN, JAMES  ORMSBY, MICHAEL  Study Session  Other  Distribution List  ddebit@spokanecity.org  sbishop@spokanecity.org  kbecker@spokanecity.org  dkinder@spokanecity.org |

# **Briefing Paper**

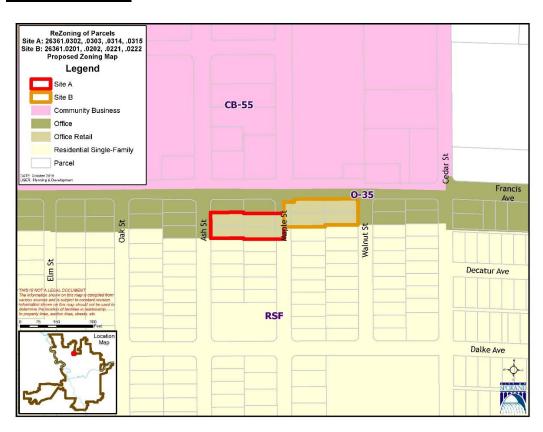
# **Urban Experience Committee**

| Division & Department:                                  | Development Services Center  |  |  |  |
|---|--|--|--|--|
| Subject:  | Redding Rezone – Office (O) to Office Retail (OR)  |  |  |  |
| Date:   | November 12, 2018  |  |  |  |
| Contact (email & phone):                                | Donna deBit (ddebit@spokanecity.org, 625-6637)   |  |  |  |
| City Council Sponsor:                                   | N/A  |  |  |  |
| Executive Sponsor:                                      | Dawn Kinder  |  |  |  |
| Committee(s) Impacted:                                  | Urban Experience   |  |  |  |
| Type of Agenda item:                                    | Consent Discussion Strategic Initiative  |  |  |  |
| Alignment: (link agenda item                            | SMC 17G.060.170 Land Use Application Procedures Decision Criteria  |  |  |  |
| to guiding document – i.e.,                             | SMC 17G.060T Land Use Application Tables   |  |  |  |
| Master Plan, Budget , Comp                              |  |  |  |  |
| Plan, Policy, Charter, Strategic Plan)                  | Spokane Comprehensive Plan   |  |  |  |
| Strategic Initiative:                                   |  |  |  |  |
| Deadline:   | Will file for Council consideration following committee meeting  |  |  |  |
| Outcome: (deliverables,                                 | Approval of Zoning Map change  |  |  |  |
| delivery duties, milestones to                          |  |  |  |  |
| meet)   |  |  |  |  |
|   | , 2018 the City's Hearing Examiner approved file no. Z18-423REZN to rezone office Retail (OR). The subject properties are located on the south side of |  |  |  |
|   | and N. Walnut St. Currently on 'Site A' there are four (4) single family homes,  |  |  |  |
|   | on 'Site B' there are also four (4) single family homes, all constructed between   |  |  |  |
| 1953 and 1954.  |  |  |  |  |
| Executive Summary:                                      |  |  |  |  |
|   | sing a change to the City's Zoning Map to change the above parcels   |  |  |  |
|   | Office Retail (OR). The Office Retail Zone is a more intense Office zone, as   |  |  |  |
| it allows for limited ret  The City's Hearing Example 1 | miner approved the rezone on July 25, 2018. The decision was not   |  |  |  |
| ,   | p is to adopt the updates to the City's Zoning Map.  |  |  |  |
| <ul> <li>The Land use Designat</li> </ul>               | , , ,  |  |  |  |
| The proposal includes 8                                 | • •  |  |  |  |
| , ,   | and 6215 N Maple St., 6222 and 6214 N Ash St. (Site B) 6221 and 6227   |  |  |  |
| N Walnut St., 6222 and                                  | ·  |  |  |  |
| <ul> <li>Parcel numbers Site A</li> </ul>               | - 26361.0302, .0303, .0314, .0315. Site B- 26361.0201, .0202, .0221,   |  |  |  |
| .0222.  |  |  |  |  |
| Budget Impact:  |  |  |  |  |
| Approved in current year budg                           |  |  |  |  |
| Annual/Reoccurring expenditure?                         |  |  |  |  |
| If new, specify funding source:                         |  |  |  |  |
| Operations Impacts: (revenue)                           | e generating, match requirements, etc.)  |  |  |  |
| Consistent with current operat                          | ions/policy? Yes No N/A  |  |  |  |
| Requires change in current operation                    |  |  |  |  |
| Specify changes required:                               |  |  |  |  |
| Known challenges/barriers:                              |  |  |  |  |

# **Existing Zoning:**



# **Proposed Zoning:**



| ORDINANCE NO |  |
|--------------|--|
|--------------|--|

An Ordinance changing the zone from Office (O) to Office Retail (OR) for property located at (Site A) 6221 and 6215 N Maple St., 6222 and 6214 N Ash St. (Site B) 6221 and 6227 N Walnut St., 6222 and 6228 N Maple St. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**WHEREAS**, the Hearing Examiner held a public hearing on this matter on July 12th, 2018 on the request of the owner of certain property zoned O, and generally located to the south of the Francis Ave. and Maple St. intersection, south of the Francis Ave. and Walnut St. intersection, and south of the Francis Ave. and Ash St. intersection in the City and County of Spokane, State of Washington, and on July 25<sup>th</sup>, 2018, recommended approval of said zone change for said property subject to conditions; and

**WHEREAS**, this designation is not a major action significantly affecting the quality of the environment; and

**WHEREAS**, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, dated July 25<sup>th</sup>, 2018 and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

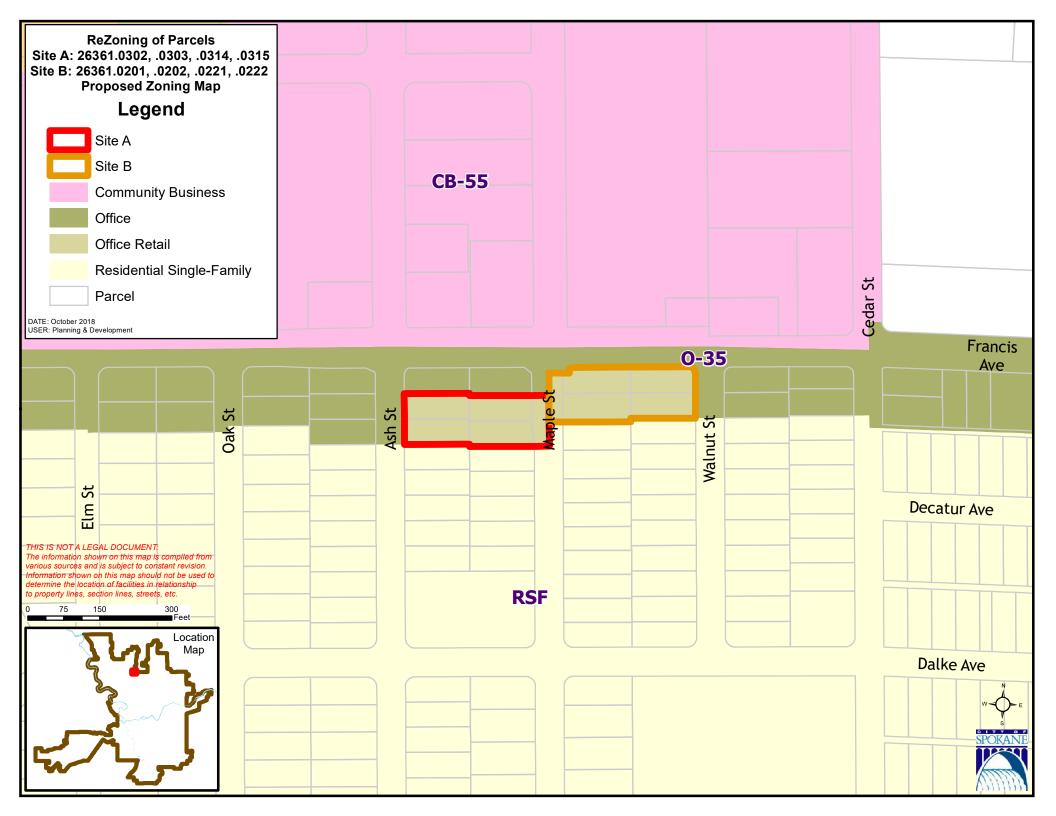
The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the properties described as:

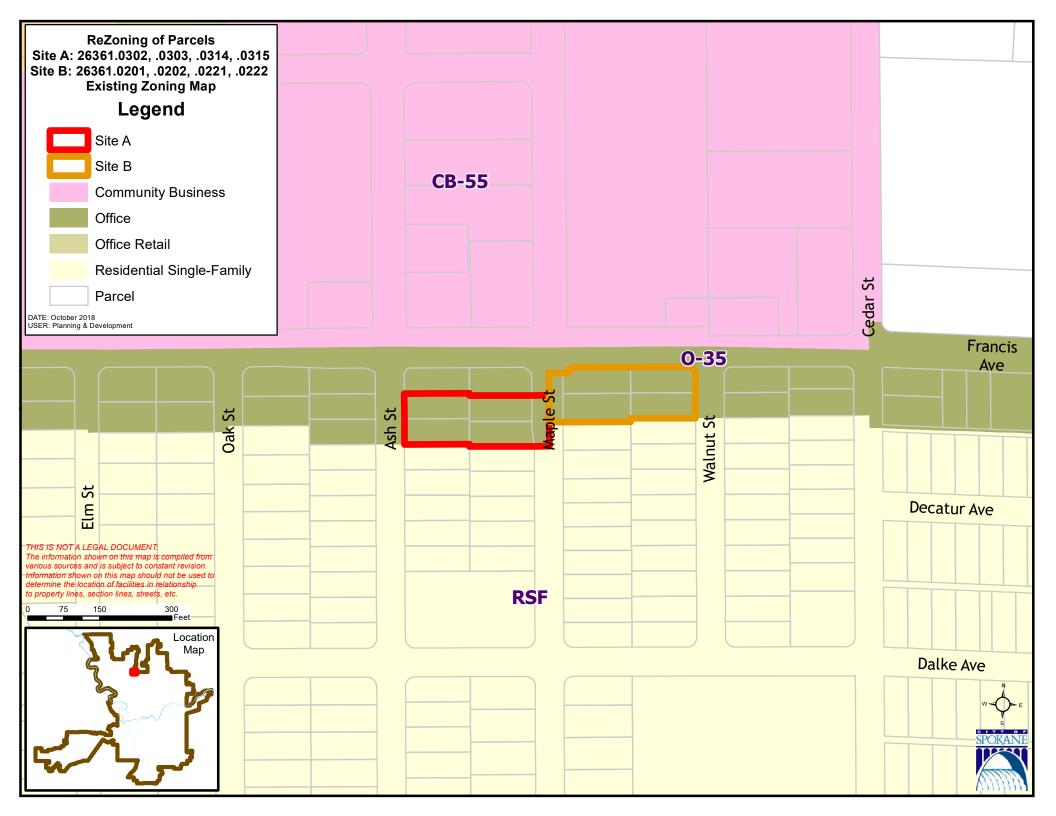
VANDERVERTS ADD N48FT OF L19;S5FT OF L20 B1
VANDERVERTS ADD N40FT OF L18;S13FT OF L19 B1
VANDERVERTS ADD N54FT L2 B1 EXC E 4.85FT FOR R/W
VANDERVERTS ADD S7FT OF L2;N45FT OF L3 B1 EXC RD R/W
SPECKS ADD LT 20 BLK 2 EXC ST
SPECKS ADD L19 B2
SPECKS ADD LT 1 BLK 2 EXC S1FT AND EXC ST
SPECKS ADD S1FT L1;N52FT L2 B2

in the County of Spokane, State of Washington, with an Office Retail Zone.

| Council           |
|-------------------|
|                   |
|                   |
|                   |
| Council President |
|                   |
|                   |
|                   |

| Approved as to Form:    |      |
|-------------------------|------|
| Assistant City Attorney |      |
| Mayor                   | Date |
| Effective Date          |      |





#### CITY OF SPOKANE HEARING EXAMINER

| Re: | Rezone Application by Land Use Solutions and Entitlement on behalf of | )   | FINDINGS, CONCLUSIONS AND DECISION |
|-----|---|-----|------------------------------------|
|     |   | (   | / 11 to 5 2 0 10 10 10 1           |
|     | Gary Redding to rezone multiple                                       | )   |                                    |
|     | parcels located near the intersection                                 | )   |                                    |
|     | of Maple Street and Francis Avenue                                    | ) . |                                    |
|     | from Office-35 to Office Retail                                       | )   | FILE NO. Z18-423REZN               |

#### **SUMMARY OF PROPOSAL AND DECISION**

**Proposal:** The applicant seeks to change the zoning of several parcels of property from Office (O-35) to Office Retail (OR). The Office Retail is a more intense office use as it allows for limited retail uses.

**Decision:** Approved, with conditions.

# FINDINGS OF FACT BACKGROUND INFORMATION

Applicant/

Land Use Solutions and Entitlement

Agent:

c/o Dwight Hume

9101 N. Mt. View Lane Spokane, WA 99218

Owner:

Gary Redding P.O. Box 9815

Spokane, WA 99209

**Property Location:** The property can be described as consisting of two sites. Site A includes parcels located at 6221 and 6125 N. Maple Street, and 6222 and 6214 N. Ash Street. Site B includes parcels located at 6221 and 6227 N. Walnut Street and 6222 and 6228 N. Maple Street.

**Legal Description:** The legal description of the property is provided in Exhibit 2B.

Zoning: Office (O-35).

Comprehensive Plan Map Designation: Office

**Site Description:** The properties are located on the south side of W. Francis Avenue, between N. Ash Street and N. Walnut Street. For ease of reference, the eight tax parcels are divided into two groups of four parcels each, described as Site A and Site B. Sites A and B are separated by N. Maple Street. Site B is adjacent to W. Francis Avenue. Site A, however, has no frontage on Francis Avenue. Site A is separated from W. Francis Avenue by another ownership. Currently on Site A there are four (4) single family homes,

all constructed in 1952. On Site B there are also four single family homes, all constructed between 1953 and 1954.

**Surrounding Conditions and Uses:** The property to the north and on the opposite side of W. Francis Avenue is zoned Community Business (CB-55) and is being used for a mixture of commercial purposes. The property to the south is zoned Residential Single Family (RSF) and is developed with single family residences. The property to the east is zoned Office (O-35) and is being used for residential purposes. The property to the west is also zoned Office (O-35) and is being used for office and residential purposes.

#### PROCEDURAL INFORMATION

**Authorizing Ordinances:** Spokane Municipal Code ("SMC") 17C.120, Commercial Zones, and SMC 17G.060.170, Decision Criteria.

**Notice of Community Meeting:** 

Mailed: March 27, 2018

Posted: March 27, 2018

Notice of Application/Public Hearing:

Mailed: June 18, 2018

Posted: June 18, 2018

Community Meeting: April 12, 2018

Public Hearing Date: July 12, 2018

Site Visit: July 10, 2018

**SEPA:** A Determination of Nonsignificance ("DNS") was issued by the City of Spokane Planning Department on June 19, 2018. The DNS was not appealed.

#### **Testimony:**

Donna deBit, Assistant Planner City of Spokane Planning & Development 808 West Spokane Falls Boulevard Spokane, WA 99201 Dwight Hume Land Use Solutions and Entitlement 9101 N. Mt. View Lane Spokane, WA 99218

#### **Exhibits:**

- 1. Planning Services Staff Report
- 2. Application, including:
  - 2A General Application
  - 2B Zone Change Supplement
  - 2C Notification Map Application
  - 2D Aerial view of parcels
- 3. Wastewater comments
- 4. Notice map

- Parcel listing
  - 5A Title Company and Applicant Certification
- 6. Notice of Community Meeting
- 7. Notice of Application and Public Hearing
- 8. Affidavit of mailings
  - 8A Community Meeting 03-27-18
  - 8B Combined Application and Hearing dated 06-18-18
- 9. Affidavit of posting
  - 9A Community Meeting dated 03-27-18
  - 9B Combined Application and Hearing dated 06-18-18
- 10. Removal of Community Meeting Public Sign dated 04-13-18
- 11. Determination of Nonsignificance (DNS) issued on 06-19-18
- 12. Environmental Checklist dated 04-19-18
- 13. Community Meeting sign in sheet
- 14. Community Meeting minutes
- 15. Letter dated 03-26-18 to Dwight Hume from Donna deBit re: community meeting instructions
- 16. Letter dated 05-01-18 to Interested Parties from Donna deBit re: requesting comments
- 17. Letter dated 06-12-18 to Dwight Hume from Donna deBit
  - re: Notice of Application and Public Hearing Instructions.
- 18. Public Comments
  - 18A Doug Bierce, traffic concerns dated 05-11-18
  - 18B Charley Owen, traffic, access, property value concerns dated 05-15-18
  - 18C Doug Bierce, hearing time comment with response from D. deBit dated 06-22-18
  - 18D Charley Owen, traffic, neighborhood blight, hearing time dated 07-03-18
- A Exhibits received at the hearing:
  - A-1 Hardcopy of Planning's PowerPoint presentation

#### FINDINGS AND CONCLUSIONS

To be approved, the proposed rezone must comply with the criteria set forth in Section 17G.060.170 of the Spokane Municipal Code. The Hearing Examiner has reviewed the application for a rezone and the evidence of record with regard to the application and makes the following findings and conclusions:

1. The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).

The applicant seeks to change the zoning of the subject property from Office (O-35) to Office Retail, another commercial category. The question is whether the subject property is an appropriate location for future Office Retail uses. Office Retail uses are typically found in areas around downtown Spokane and Medical Districts shown in the Downtown Plan. See SMC 17C120.030(B). However, Office Retail uses can also be found in "other areas" which are already developed with higher intensity retail and service uses. See id. In addition, the code recognizes that the size of retail uses will be limited to

reduce the detrimental impacts on nearby residential uses. See id. It is apparent that the legislature has acknowledged that OR uses can be situated near residential uses.

The properties to the east and west of the site are already zoned Office, a commercial category. North of Francis, there is a mixture of commercial uses, of varying intensity. Farther north, there is also an area of OR-zoned property which is currently improved with an office building. *Testimony of D. Hume*. The properties east of Ash and along Francis Avenue contain a variety of office and retail uses. *See* Exhibit 1, p. 3. Some distance to the east there is an area, along Francis Avenue, that is zoned OR. *Testimony of D. deBit*. There are other pockets of OR-zoned property in the city which are outside the downtown districts. *See id*. Like other similarly situated properties, this site is an appropriate location for an OR zone. *See id*.

The zone code does acknowledge that, in typical cases, the OR zone is found in downtown districts. However, the code does not prohibit the OR zone from being established in other locations, and there are other examples of that, including with respect to properties in the vicinity of the subject site. The Hearing Examiner concludes that the proposed zone change is allowed under the land use codes. Therefore, this criterion is satisfied.

2. The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).

Under the comprehensive plan, the land use designation for the property is "Office." Both Office and Office Retail are zones which implement this land use designation. *Testimony of D. deBit.* Thus, the proposed rezone is consistent with the comprehensive plan designation for this property. The proposed zone change is also consistent with the relevant goals and policies of the comprehensive plan.

The applicant's representative testified that the market has not demonstrated interest in the property for purely office purposes. *Testimony of D. Hume*. The hope is that having a retail component to support future office uses, as intended under the OR zone, will facilitate the development of the property for commercial purposes. *See* id. This proposal is supported by Goal LU 3, which promotes the efficient use of land through various means, including mixed-use development in proximity to retail businesses and public services. *See* Comprehensive Plan ("CP), Goal LU 3, p. 3-17. Policy LU 1.5 also supports the zone change. That policy encourages office uses along the south side of Francis Avenue, including the portion that is next to the subject properties. *See* CP, Policy LU 1.5, p. 3-8; *see also* Exhibit 1, p. 3.

The proposed rezone is also consistent with comprehensive plan policies that are designed to encourage economic development. Policy ED 3.5 supports opportunities to expand and increase the number of locally-owned businesses. See CP, Policy ED 3.5, p. 7-10. Policy ED 3.5, meanwhile, recognizes the significant contributions of small businesses to the local economy and therefore seeks to enhance opportunities for small businesses. See CP, Policy ED 3.6, p. 7-10. Creating an area for additional office and retail uses will provide opportunities for small businesses to operate. The current office zone has not resulted in any response from the market. Testimony of D. Hume. However, there are three Office Retail zones to the south of Francis Avenue, and all are

currently occupied. See Exhibit 1, p. 4. "Staff agrees with the applicant that rezoning the sites to Office Retail would increase the opportunity of revitalizing these underused parcels, resulting in a positive impact to the City's economy." See Exhibit 1, p. 4.

The Hearing Examiner concludes that the proposed rezone is consistent with the designation, goals, and policies of the comprehensive plan. Therefore, this criterion for approval of the rezone is met.

3. The proposal meets the concurrency requirements of Chapter 17D.010 SMC. See SMC 17G.060.170(C)(3).

The decision criteria for Type III decisions (such as a rezone) mandate that all proposals must satisfy the concurrency requirements under SMC 17D.010. See SMC 17G.060.170(C)(3). Accordingly, on May 1, 2018, a Request for Comments on the application was circulated to all City departments and outside agencies with jurisdiction. See Exhibit 16. The city received only one comment on the proposal. See Exhibit 1, p. 4. The comment came from the Waste Water Department and did not indicate that concurrency could not be satisfied. See Exhibit 3; see also Exhibit 1, p. 4. Thus, no departments or agencies reported that concurrency could not be achieved. In addition, there was no testimony at the public hearing suggesting that the concurrency standards would not be satisfied. The Hearing Examiner finds that the project satisfies the concurrency requirements of the municipal code. Therefore, this criterion for approval of the rezone is fulfilled.

4. If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).

The proposal to rezone the property is a non-project action. See Exhibit 1, p. 4. There are no specific development proposals or site plans to consider. See id. Any detailed analysis of the suitability of the property will have to wait until a specific development proposal is made. That said, there are no obvious conditions that make the property unsuitable for a future Office Retail use. The property is already improved with eight single-family residences. The property is essentially flat, having only slight slopes. See id. Sites A and B consist of four contiguous lots each, and both sites are rectangular in shape. The properties have at least 100 linear feet of frontage on each side. See id. The properties are bounded by busy thoroughfares, including Francis, Ash, and Walnut, and there is a mixture of residential, office, and commercial use in the immediate vicinity. Thus, there is nothing about the size, shape, topography, or location that is problematic to a proposed future use for Office Retail.

There is no evidence, at this non-project stage, that the soils are not appropriate for a future commercial development, or that there are problematic groundwater conditions. The property has already been improved with residences, suggesting that the property has development potential. There are no surface waters on the site. See Exhibit 12 (Environmental Checklist  $\P$  B(3)(a)(1)). And there are no known natural, historic or cultural features on the development site itself. See Exhibit 12 (Environmental

#### Checklist ¶ B(13)).

The Hearing Examiner concludes that the property is suitable for the proposed use, given the conditions and characteristics of the site known at this time. As a result, this criterion is satisfied.

5. The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).

The application seeks to rezone the property from Office to Office Retail. No specific development project has been proposed in conjunction with the rezone. In other words, if this application is approved, only the classification of the land will change. The Hearing Examiner does not view the proposed change as radical in nature. The zone will change from one type of office use to another. The same uses are permitted in both the Office and Office Retail zones, with one exception—the Office Retail zone allows retail uses to be developed in conjunction with the primary office use. See Table 17C.120-1. In the Hearing Examiner's view, this change of zoning will not have significant, environmental impacts that would not be equivalent to an office use allowed in the existing zone. Possible exceptions include traffic and parking. Presumably, a retail component could result in materially more traffic or different traffic patterns, and may or may not result in greater parking demands. The extent of the traffic and parking, or the specific impacts of each, however, cannot be specifically determined at the non-project stage.

Although there is no development proposal on the table, the environmental analysis does not end here. If, in the future, the owner proposes a development that exceeds the minimum SEPA thresholds, "then that development will be required to complete SEPA specific to that development." See Exhibit 1, p. 4; see also SMC 17E.050.070 (Flexible Thresholds).

The applicant prepared an environmental checklist for the proposed zone change. See Exhibit 12. The information supplied is somewhat limited, due to the non-project nature of the proposal. Even so, the non-project portions of the checklist were completed. Based upon its review of the available information, the City of Spokane (Planning Department) issued a Determination of Nonsignificance (DNS) for the proposal. See Exhibit 11. The deadline to appeal the DNS was July 3, 2018. No appeals were filed and thus the city's evaluation of the environmental conditions is unchallenged.

The Hearing Examiner concludes that the proposed rezone will not have significant impacts on the environment, which cannot be adequately addressed through mitigation. To the extent a specific project action is proposed in the future, that project will again be evaluated under SEPA as appropriate. Therefore, this criterion for approval is satisfied.

6. The Hearing Examiner concludes that the rezone should be approved, although some neighboring property owners have voiced objections.

At least two neighboring property owners raised concerns about the proposed rezone. Those concerns included impacts from increased traffic; endangerment of children due to traffic; wear-and-tear on the roads; decreased property values; incongruity of the new zone with the existing residential use; and a lack of benefit to the neighborhood or community. See Exhibits 18A and 18B. While the neighbors raise understandable concerns, the Hearing Examiner does not believe that these objection warrant denial of the application.

The property is already zoned for commercial use, despite the existing residences. The proposal is not seeking to rezone land from residential to commercial. Sites A and B have been zoned for office use for a decade or more. The concerns raised would likely exist whether the property was converted to offices (which is allowed by the current zoning) or to offices with a retail component (only allowed with upon rezone approval). In addition, evaluation of the specific traffic impacts will have to await a specific development proposal. The neighbors are very concerned about increased traffic and related impacts, but the record contains no specific information about the amount of traffic, the traffic patterns, or any specific safety concerns or measures that might be relevant. Nor can those issues be meaningfully evaluated at the non-project stage. It is known that the proposed rezone would allow more intense use of the property than would be allowed under the current zone. However, there is no evidence that the more intense use would result in significant impacts that could not be adequately addressed through project conditions or mitigation measures. To the extent that a specific project will have material impacts, those matters should be addressed at the project phase.

There was no expert testimony or analysis regarding the potential impacts of the zone change. There is insufficient evidence in this record for the Hearing Examiner to evaluate the alleged impacts to safety, road capacity or circulation, or property values, to list a few examples. The general fears and concerns of the neighbors are understandable, but more specific information is required before the Hearing Examiner would deny the rezone on such rationales.

#### DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed rezone subject to the following conditions:

- 1. Approval is for a rezone to change the parcels identified in the application from Office (O-35) to Office Retail (OR).
- 2. The project will be developed in substantial conformance with SMC 17C.120.500, Design Standards Implementation for Commercial Zones, to maintain compatibility with and limit the negative impacts on surrounding areas.

- 3. If any artifacts or human remains are found upon excavation, the Spokane Tribe of Indians and the City of Spokane Planning & Development Services should be immediately notified and the work in the immediate area cease. Pursuant to RCW 27.53.060 it is unlawful to destroy any historic or prehistoric archaeological resources. RCW 27.44 and RCW 27.53.060 require that a person obtain a permit from the Washington State Department of Archaeology & Historic Preservation before excavating, removing or altering Native American human remains or archaeological resources in Washington.
- 4. This approval does not waive the applicant's obligation to comply with all of the requirements of the Spokane Municipal Code, including the International Codes, as well as requirements of City Departments and outside agencies with jurisdiction over land development.
- 5. This project must adhere to any additional performance and development standards documented in comments or required by the City of Spokane, the County of Spokane, the State of Washington, and any federal agency.
- 6. Spokane Municipal Code section 17G.060.240 regulates the expiration of this approval, and Table 17G.060-3 sets forth the time frame for the expiration of all approvals.
- 7. This approval is subject to the above-stated conditions. By accepting this approval the applicant acknowledges that these conditions are reasonable and agrees to comply with them. The filing of the above required covenant constitutes the applicant's written agreement to comply with all conditions of approval. The property may not be developed except in accordance with these conditions and failure to comply with them may result in the revocation of this approval.

DATED this 25<sup>th</sup> day of July, 2018.

Brian T. McGinn

City of Spokane Hearing Examiner

#### NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by Spokane Municipal Code 17G.060.210 and 17G.050.

Decisions by the Hearing Examiner regarding variances are final. They may be appealed by any party of record by filing a Land Use Petition with the Superior Court of Spokane County. THE LAND USE PETITION MUST BE FILED AND THE CITY OF SPOKANE MUST BE SERVED WITHIN TWENTY-ONE (21) CALENDAR DAYS OF THE DATE OF THE ISSUANCE OF THE DECISION. Pursuant to RCW 36.70C.040(4)(a), the date of the issuance of the decision is three days after a written decision is mailed by the local jurisdiction. This decision was mailed on July 25, 2018. THEREFORE, THE DATE OF THE LAST DAY TO APPEAL IS THE 20<sup>th</sup> DAY OF AUGUST 2018 AT 5:00 P.M.

In addition to paying any Court costs to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the Court.

Pursuant to RCW 36.70B.130, affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

| SPOKANE Agenda Sheet for City Council Meeting of: |   | Date Rec'd     | 12/3/2018  |  |
|---|---|----------------|------------|--|
| 12/17/2018  |   | Clerk's File # | ORD C35723 |  |
|   |   | Renews #       |            |  |
| Submitting Dept                                   | PLANNING  | Cross Ref #    |            |  |
| <b>Contact Name/Phone</b>                         | CHRISTOPHER 625-6194  | Project #      |            |  |
| Contact E-Mail                                    | CGREEN@SPOKANECITY.ORG  | Bid #          |            |  |
| Agenda Item Type                                  | Final Reading Ordinance   | Requisition #  |            |  |
| Agenda Item Name                                  | tem Name 0650 - ORDINANCE APPROVING & CONFIRMING THE 2019 ASSESSMENTS FOR |                |            |  |

# **Agenda Wording**

An Ordinance approving and confirming the 2019 assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area, prepared under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.

## **Summary (Background)**

The City Council approved Resolution No. 2018-0085 which gave notice that the City Council would hold a public hearing on the 2019 Assessment Roll for the Downtown Spokane Parking and Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

| Fiscal Impact            | Grant related? | NO                       | <b>Budget Account</b>       |                  |  |
|--------------------------|----------------|--------------------------|-----------------------------|------------------|--|
|                          | Public Works?  | NO                       |                             |                  |  |
| Neutral \$               |                |                          | #                           |                  |  |
| Select \$                |                |                          | #                           |                  |  |
| Select \$                |                |                          | #                           |                  |  |
| Select \$                |                |                          | #                           |                  |  |
| <b>Approvals</b>         |                |                          | <b>Council Notification</b> | <u>is</u>        |  |
| Dept Head                | TRAUTI         | MAN, HEATHER             | Study Session               |                  |  |
| <b>Division Director</b> | KINDER         | , DAWN                   | <u>Other</u>                | City Council Mtg |  |
| <u>Finance</u>           | ORLOB,         | KIMBERLY                 | <b>Distribution List</b>    |                  |  |
| <u>Legal</u>             | PICCOL         | O, MIKE                  | cgreen@spokanecity.org      |                  |  |
| For the Mayor            | ORMSB          | Y, MICHAEL               | sbishop@spokanecity.org     |                  |  |
| Additional Approvals     |                | mpiccolo@spokanecity.org |                             |                  |  |
| <u>Purchasing</u>        |                |                          | htrautman@spokanecity.org   |                  |  |
| CITY COUNCIL             | MCDAN          | IIEL, ADAM               | dkinder@spokanecity.org     |                  |  |
| _                        |                |                          | ghankal@downtownspokane.net |                  |  |
|                          |                |                          | jhensley@spokanecity.org    |                  |  |

#### ORDINANCE NO. C35723

AN ORDINANCE APPROVING AND CONFIRMING THE 2019 ASSESSMENTS AND ASSESSMENT ROLL FOR THE DOWNTOWN SPOKANE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-32923 AS CODIFIED AND AMENDED IN CHAPTER 4.31 SMC.

WHEREAS, the Spokane City Council on October 22, 2018 passed Resolution 2018 – 0087, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution No. 2018 - 0087, a public hearing was held on December 17, 2018 to take public testimony regarding the assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the Downtown Spokane Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

#### THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2019 assessments and the assessment roll of the Downtown Spokane Parking and Business Improvement Area, established under Ordinance C-32923, as codified and amended in Chapter 4.31 SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk and City Treasurer.

<u>Section 2</u>. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects (as described in RCW 35.87A.020(3), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-32923, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Appendix A.

<u>Section 3</u>. Pursuant to SMC 4.31.100, the projects, programs, activities and budget for the 2019 Downtown Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

<u>Section 4</u>. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk may be paid in two installments with the first half of the assessment due and payable on the 31st day of January, 2019, and the second half of the assessment due and payable on the 31st day of July, 2019. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars (\$100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

<u>Section 6</u>. This ordinance shall take effect and be in full force from and after the date of its passage.

| PASSED by the City Council of | n                       |
|-------------------------------|-------------------------|
|                               | Council President       |
| Attest:                       | Approved as to form:    |
| City Clerk                    | Assistant City Attorney |

| Mayor | Date           |
|-------|----------------|
|       | Effective Date |

# DOWNTOWN SPOKANE BUSINESS IMPROVEMENT DISTRICT Special Assessment Matrix

#### I. TENANT ASSESSMENT FORMULA

All tenant assessments are based upon square footage of space per lease except where noted. *There is an annual minimum assessment of \$110.00 per tenant.* 

| Type of Tenant                 | Zone 1  | Zone 2  | Zone 3  | Zone 4* |
|--------------------------------|---------|---------|---------|---------|
| Retail Tenants                 | \$ 0.27 | \$ 0.15 | \$0.12  | -0-     |
| -Ground floor and skywalk      |         |         |         |         |
| Office Tenants                 | \$ 0.15 | \$ 0.14 | \$ 0.11 | -0-     |
| -Ground floor and skywalk      |         |         |         |         |
| Office and Retail Tenants      | \$ 0.11 | \$ 0.10 | \$ 0.09 | -0-     |
| -Upper floors and basement     |         |         |         |         |
| Manufacturing Tenants          |         |         |         |         |
| -outside a C-1 zoning district | \$ 0.11 | \$ 0.10 | \$ 0.09 | -0-     |
| -within a C-1 zoning district  | \$ 0.04 | \$ 0.04 | \$ 0.04 | -0-     |
| Commercial Parking             | \$ 3.75 | \$ 3.12 | \$2.50  | -0-     |
| -per space assessment          |         |         |         |         |
| Commercial Theaters            | \$ 3.12 | \$ 2.37 | \$ 2.00 | -0-     |
| -per seat assessment           |         |         |         |         |
| Apartments                     | \$ 5.00 | \$ 4.37 | \$ 3.75 | -0-     |
| -per unit assessment           |         |         |         |         |

| Combined Tenant/Owner | Zone 1  | Zone 2  | Zone 3  | Zone4 |
|-----------------------|---------|---------|---------|-------|
| Hotels and Motels     | \$25.00 | \$25.00 | \$25.00 | -0-   |

#### II. PROPERTY OWNER ASSESSMENT FORMULA

| Type of Owner              | Zone 1         | Zone 2         | Zone 3         | Zone4 |
|----------------------------|----------------|----------------|----------------|-------|
| Private Property           | \$1.10         | \$1.10         | \$0.70         | -0-   |
| Government                 | \$0.80         | \$0.80         | \$0.60         | -0-   |
| Residential/Condominiums   | \$0.60/\$1,000 | \$0.60/\$1,000 | \$0.40/\$1,000 | -0-   |
| -per unit assessment       | up to a max    | up to a max    | up to a max    |       |
|                            | of \$215       | of \$215       | of \$215       |       |
| Public Facilities District | \$0.31         | \$0.31         | \$0.31         | -0-   |

Property owner assessments are based upon current values for land plus improvements, no exemptions, and are calculated at a rate per \$1,000 of total assessed value. Each property including its tenants shall be assessed under both the tenant and property owner formulas.

There is an annual minimum assessment of \$110.00 per property parcel.

#### III. GOVERNMENT PARK PROPERTY ASSESSMENT FORMULA

TypeZone 4\*Public parks\$150.00 per acre

#### IV. GENERAL EXEMPTIONS

The following will be exempt from special assessments:

- 1. Organizations and property owners recognized under Section 501 (c) (3) of the Internal Revenue Code as a tax exempt non-profit charitable organization;
- 2. Government agencies exempt from taxation pursuant to state or federal law;
- 3. Organizations conducting business in the Bid less than 30 days per year.

#### V. TENANT EXEMPTIONS

The following tenants will be exempt from special assessments:

1. Businesses in the district less than 30 days per year;

#### ASSESSMENT GUIDELINES

Chapter 4.31 of the Spokane Municipal Code (SMC), as originally adopted in Ordinance No. C-32923 and as subsequently amended by the City Council, provides for the levy of special assessments upon businesses and properties within the area designated as the Downtown Business Improvement District (BID). The Ratepayer Advisory Board of Directors submits to City Council an annual BID Management Plan including a proposed budget and special assessment matrix. In early December, City Council holds a public hearing to hear all protests and receives evidence for or against the proposed action.

The following guidelines are provided as a supplement to the assessment matrix:

- Assessment rates are annual and are based upon gross leasable space (including storage) except where noted. If a ratepayer elects to pay the assessment in two installments there will be a \$10.00 service charge levied.
- A pro-rated assessment shall be available to tenant ratepayers upon request.
  - The pro-rated assessment shall be based on a full month, i.e. If a ratepayer leaves the district March 15<sup>th</sup> they will be invoiced for three full months.
  - A pro-rated assessment shall be available only to tenant ratepayers who move out of the district. When a tenant moves within the district, that tenant will be responsible for the assessment based on their previous location until the change is made for the next year's assessment roll.
- Assessments are based upon four "benefit zones", each of which pays a different level of assessment based upon the services
  it receives.
- A minimum assessment of \$110.00 is levied for each tenant and/or property parcel.
- The following will be exempt from assessment: Organizations and property owners recognized under Section 501 (c)(3) of the Internal Revenue Code as a tax exempt non-profit charitable organization; Governmental agencies exempt from taxation pursuant to State and Federal law, organizations conducting business in the BID less than 30 days per year,.
- No historic tax credit or other exemptions that would decrease the assessed value of land or improvements will be used to calculate the annual property assessment.
- The Downtown Spokane Partnership office should be contacted immediately to discuss any situations not covered in the above guidelines.
- Manufacturing businesses should have their businesses classified, and assessments applied, consistent with other uses in the District. Business classifications (i.e., office/manufacturing) should not be prorated for a single business operation. Per Section 4, Part E, "if multiple activities or uses are undertaken in a single business space, the predominant activity or usage shall determine the business classification. The predominant usage is that use that has the greatest proportional square footage of a building compared to other uses.

#### **DISPUTES**

The majority of assessment questions are quickly resolved by the billing agency or the Downtown Spokane Partnership office. If a satisfactory conclusion is not reached, a ratepayer aggrieved by the amount of an assessment or delinquency charge, shall request, **within sixty (60) days of the assessment or charge,** a hearing before the Ratepayer Advisory Board. An Assessment Resolution Policy, which fully outlines the appeal process, is available from the Downtown Spokane Partnership office.

#### SPECIAL ASSESSMENTS

The City of Spokane will levy a special assessment on each business, organization, building and a property within the area by applying an assessment rate according to the current assessment formula approved by City Council.

#### **Assessment Rate Increases**

Proposals with regards to assessment rate changes (including minimums, maximums, exemptions and increases) are all subject to approval by City Council per RCW 35.87A.

Subsequent increases of the amount of the special assessments for all flat-fee assessments will be adjusted based on the increase, if any, of the Consumer Price Index of the U.S. City Average for all urban consumers (CPI-U). The percentage increase in the assessment formula shall be computed as follows:

 $[(Ending CPI-U - Beginning CPI-U) \div Beginning CPI-U] \times 100 = Percentage Increase$ 

#### **Assessment Policies**

- 1. Hotels and motels will be assessed for both property and tenancy at one rate per number of rooms.
- 2. All parking that is open and accessible to the public, including hotel lots and garages, for which a fee is charged shall be assessed on the same basis as commercial parking. For purposes of this assessment, commercial parking is defined as a parking space that is open and accessible to the public for which a charge is assessed for the privilege of parking a vehicle in the parking space for a set period of time.
- 3. Public parks will be assessed for both property and tenancy at one rate per number of acres.
- 4. A minimum assessment of one hundred and ten dollars (\$ 110.00) will be applied to every business or property parcel within the boundaries.
- 5. Square footage will be combined for office or retail tenants occupying multiple spaces in one building.



# MOTION AUTO SUPPLY

PARTS WHOLESALERS, INC. S. 120 CEDAR ST. P.O. BOX 2200 SPOKANE, WA 99210 PHONE (509) 838-1465

## AN EMPLOYEE OWNED COMPANY



RECEIVED

DEC 1 0 2018

CITY CLERK'S OFFICE

December 5, 2018

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3327 Attn: City Clerk

We object to the 2019 BID Assessment amounts for our six parcels in downtown Spokane. (see attached copies) The average increase will be 14% and is unacceptable. We are located on the far west edge of the BID Zone 3 and basically we see no benefits for these dollars that we are assessed.

The amount of graffiti on Cedar St, Walnut St. and Maple St. has increased dramatically in the past several years and is a detriment to retail businesses in our area. There are no events this far west. The number of homeless on Cedar St., Walnut St. and around the south entrance to the Maple St. Bridge at times blocks the sidewalks. It takes days to get the police to respond.

For these reasons we are asking for these to be eliminated or drastically reduced.

Thank you,

Timothy J. Trudnowski

President

RECEIVED
DEC 172018

Dec. 14, 2018

To: City Clerk

Re: 2019 Assessment

This increase is too significant based on what you do for small businesses like mine located north of the river. I get practically nothing from your services.

Expenses continue to climb, while sales continue to decline. You are forcing me to seriously consider closing my business.

**Antique Gallery** 

620 N Monroe

Spokane 99201

From: Pfister, Terri
To: Deasy, Annie

Subject: FW: Additional revision for Downtown Spokane BID Assessment Roll

**Date:** Monday, December 17, 2018 1:53:42 PM

Attachments: <u>image002.png</u>

image003.png image004.png

Annie – Please include in the revised 12/17/18 as we discussed. Thank you.



Terri L. Pfister, MMC | City of Spokane | City Clerk

808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342 509.625.6354 | fax 509.625.6217 | tpfister@spokanecity.org

From: Green, Christopher

Sent: Monday, December 17, 2018 11:31 AM

To: Pfister, Terri

Cc: Piccolo, Mike; Gina Hankal

Subject: Additional revision for Downtown Spokane BID Assessment Roll

Terri,

On Friday I received an additional revision to the Tenant Assessment Roll for the Downtown BID:

Ecru Massage (Business ID #5583) 201 W Riverside Avenue, #202

A representative of the business owner informed me that they ceased to operate in mid-August 2018. We will provide a clean copy of the assessment roll, reflecting this revision, when Gina is back in the office later this week.

Thanks,

Chris



Christopher Green, AICP | City of Spokane | Planning & Development Services 509.625.6194 | fax 509.625.6013 | cgreen@spokanecity.org







#### Revised - Rec'd 12-13-2018



| Parcel #   | Zone | Block | Owner Name                           | Business/Property Address           | Туре             | County Land Value | County_Imprv_Value                      | Value                                   | Assessment   |
|------------|------|-------|--------------------------------------|-------------------------------------|------------------|-------------------|---|---|--------------|
| 25241.0101 | 3    | 84    | INTEGRUS PARTNERSHIP                 | 10 S Cedar St                       | Private Property | \$ 480,660.00     | \$ 2,043,800.00                         | \$ 2,524,460.00                         | \$ 1,767.12  |
| 25241.1201 | 3    | 85    | GRAND COULEE LLC                     | 106 S Cedar St                      | Private Property | \$ 157,170.00     | \$ 1,526,200.00                         |   | \$ 1,178.36  |
| 25241.1202 | 3    | 85    | PARTS WHOLESALERS, INC.              | 120 S Cedar St                      | Private Property | \$ 86,280.00      | \$ -                                    |   | \$ 110.00    |
| 25241.1203 | 3    | 85    | PARTS WHOLESALERS, INC.              | 1411 W 1st Ave                      | Private Property | \$ 107,940.00     | \$ -                                    | \$ 107,940.00                           | \$ 110.00    |
| 25241.1204 | 3    | 85    | PARTS WHOLESALERS, INC.              | 1423 W 1st Ave                      | Private Property | \$ 215,880.00     | \$ 290,100.00                           |   | \$ 354.19    |
| 25241.1205 | 3    | 85    | PARTS WHOLESALERS INC                | 120 S Cedar St                      | Private Property | \$ 402,190.00     | \$ 576,700.00                           | \$ 978,890.00                           | \$ 685.22    |
| 35183.0322 | 1    | 26    | RIVER PARK SQUARE LLC                | 825 W Spokane Falls Blvd            | Private Property | \$ -              | \$ 12,162,600.00                        | \$ 12,162,600.00                        | \$ 13,378.86 |
| 35183.0003 | 3    | 22    | MAD ANTHONY'S INC                    | 520 N Lincoln St                    | Private Property | \$ 2,328,250.00   | \$ 913,000.00                           | \$ 3,241,250.00                         | \$ 2,268.88  |
| 35183.0023 | 3    | 4     | LOW FAMILY TRUST                     | 625 N Monroe St                     | Private Property | \$ 56,310.00      | \$ 77,000.00                            | \$ 133,310.00                           | \$ 110.00    |
| 35183.0036 | 1    | 15    | CITY OF SPOKANE                      | 902 W Main Ave Library              | Government       | \$ 3,216,000.00   | \$ 7,744,400.00                         | \$ 10,960,400.00                        | \$ 8,768.32  |
| 35183.0301 | 1    | 32    | WALL STREET LLC                      | 221 N Wall St                       | Private Property | \$ 1,336,300.00   | \$ 3,920,900.00                         |   | \$ 5,782.92  |
| 35183.0301 | 1    | 33    | ROBERTS/BOTZ/SCHOEDEL/ETAL           | 708 W Main Ave, #300                | Private Property | \$ 477,200.00     | \$ 504,300.00                           | \$ 981,500.00                           | \$ 1,079.65  |
| 35183.0308 | 1    | 33    | 702 LLC                              | 207 N Wall St                       | Private Property | \$ 141,570.00     | \$ 1,240,300.00                         |   | \$ 1,520.06  |
| 35183.0310 | 1    | 33    | 702 LLC                              | 702 W Main Ave                      | Private Property | \$ 125,690.00     | \$ 1,240,300.00                         | \$ 125,690.00                           | \$ 1,320.00  |
| 35183.0405 | 1    | 34    | MZB LLC                              | 110 N Post St                       |                  | \$ 236,380.00     | \$ 703,500.00                           |   | \$ 1,033.87  |
| 35183.0406 | 1    | 29    | GLOBAL CREDIT UNION                  | 726 W Riverside Ave                 | Private Property | \$ 256,380.00     | \$ 1,950,500.00                         | \$ 2,523,350.00                         | \$ 1,033.87  |
| 35183.0408 | 1    | 35    | ALEXANDER GOODS DEPOT, LLC           |                                     | Private Property | \$ 1,339,000.00   |   |   | \$ 6,930.00  |
|            |      | 22    | PEYTON BUILDING LLC                  | 710 W Riverside Ave<br>10 N Post St | Private Property |                   |   |   |              |
| 35183.0507 | 2    |       |                                      |                                     | Private Property | \$ 1,019,200.00   | \$ 4,127,600.00                         | \$ 5,146,800.00                         | 7 -,         |
| 35183.0607 | 2    | 29    | HARE & GRIFFITHS LLC                 | 825 W Riverside Ave                 | Private Property | \$ 378,000.00     | \$ 614,600.00                           | ,                                       | \$ 1,091.86  |
| 35183.0608 | 2    | 29    | DIAMOND, J                           | 822 W Sprague Ave                   | Private Property | \$ 405,000.00     | \$ 2,882,200.00                         | \$ 3,287,200.00                         | \$ 3,615.92  |
| 35183.0609 | 2    | 29    | MYSTERY BUILDING LLC                 | 816 W Sprague Ave                   | Private Property | \$ 202,500.00     | \$ 437,900.00                           | \$ 640,400.00                           | \$ 704.44    |
| 35183.0705 | 1    | 28    | LINCOLN PLAZA LLC                    | 818 W Riverside Ave                 | Private Property | \$ 1,913,900.00   | \$ 9,530,200.00                         | \$ 11,444,100.00                        | \$ 12,588.51 |
| 35183.0708 | 1    | 28    | GRANT BUILDING LLC                   | 802 W Riverside Ave                 | Private Property | \$ 960,900.00     | \$ 3,442,200.00                         | \$ 4,403,100.00                         | \$ 4,843.41  |
| 35183.0901 | 2    | 17    | BULLCO CO                            | 901 W Riverside Ave                 | Private Property | \$ 450,000.00     | \$ 611,700.00                           | \$ 1,061,700.00                         | \$ 1,167.87  |
| 35183.0904 | 2    | 17    | COWLES REAL ESTATE COMPANY           | PO Box 2160                         | Private Property | \$ 357,280.00     | \$ 3,082,700.00                         | \$ 3,439,980.00                         | \$ 3,783.98  |
| 35183.0905 | 2    | 17    | COWLES REAL ESTATE CO                | 928 W Sprague Ave                   | Private Property | \$ 405,000.00     | \$ 5,216,900.00                         | \$ 5,621,900.00                         | \$ 6,184.09  |
| 35183.0906 | 2    | 17    | COWLES PUBLISHING CO                 | 914 W Sprague Ave                   | Private Property | \$ 303,750.00     | \$ 19,300.00                            |   | \$ 355.36    |
| 35183.0907 | 2    | 17    | HARE & GRIFFITHS                     | 912 W Sprague Ave                   | Private Property | \$ 101,250.00     | \$ 361,200.00                           | \$ 462,450.00                           | \$ 508.70    |
| 35183.0908 | 2    | 17    | HARE & GRIFFITHS LLC                 | 908 W Sprague Ave                   | Private Property | \$ 405,000.00     | \$ 291,100.00                           | ,,                                      | \$ 765.71    |
| 35183.0909 | 2    | 17    | COWLES PUBLISHING CO                 | 925 W Riverside Ave                 | Private Property | \$ 787,080.00     | \$ 7,983,200.00                         | \$ 8,770,280.00                         | \$ 9,647.31  |
| 35183.1017 | 2    | 7     | COWLES PUBLISHING CO                 | 1 N Monroe St                       | Private Property | \$ 2,248,850.00   | \$ 11,549,300.00                        | \$ 13,798,150.00                        | \$ 15,177.97 |
| 35183.1110 | 3    | 76    | COWLES REAL ESTATE CO                | 1102 W Sprague Ave                  | Private Property | \$ 309,880.00     | \$ 1,385,800.00                         | \$ 1,695,680.00                         | \$ 1,186.98  |
| 35183.1204 | 3    | 79    | WELLS/WATTS/BARRETT/MANN             | 1218 W Sprague Ave                  | Private Property | \$ 56,250.00      | \$ 600.00                               | \$ 56,850.00                            | \$ 110.00    |
| 35183.1205 | 3    | 79    | MYRTLE & EDWIDGE APARTMENTS          | 1227 W Riverside Ave                | Private Property | \$ 53,330.00      | \$ 341,300.00                           | \$ 394,630.00                           | \$ 276.24    |
| 35183.1206 | 3    | 79    | WELLS/WATTS/BARRETT/MANN             | 1222 W Sprague Ave                  | Private Property | \$ 45,000.00      | \$ 2,700.00                             | \$ 47,700.00                            | \$ 110.00    |
| 35183.1207 | 3    | 79    | SAN MARCO APARTMENTS                 | 1230 W Sprague Ave                  | Private Property | \$ 202,940.00     | \$ 989,700.00                           | \$ 1,192,640.00                         | \$ 834.85    |
| 35183.1208 | 3    | 79    | MYRTLE & EDWIDGE APARTMENTS          | 1214 W Sprague Ave                  | Private Property | \$ 61,880.00      | \$ 523,400.00                           | \$ 585,280.00                           | \$ 409.70    |
| 35183.1301 | 3    | 2     | PASTIME INV II                       | 719 N Monroe St                     | Private Property | \$ 89,100.00      | \$ 540,500.00                           | \$ 629,600.00                           | \$ 440.72    |
| 35183.1303 | 3    | 3     | PEAK HOMES, LLC                      | 701 N Monroe St                     | Private Property | \$ 138,600.00     | \$ 1,105,700.00                         | \$ 1,244,300.00                         | \$ 871.01    |
| 35183.1439 | 3    | 12    | ISLAND OFFICE PLAZA                  | 915 W Broadway Ave                  | Private Property | \$ 81,000.00      | \$ 446,400.00                           | \$ 527,400.00                           | \$ 369.18    |
| 35183.1404 | 3    | 12    | SIMPSON, JAN                         | 921 W Broadway Ave                  | Private Property | \$ 54,000.00      | \$ 515,700.00                           | \$ 569,700.00                           | \$ 398.79    |
| 35183.1405 | 3    | 12    | PIONEER HUMAN SERVICES               | 925 W Broadway Ave                  | Private Property | \$ 160,800.00     | \$ 1,678,900.00                         | \$ 1,839,700.00                         | \$ 1,287.79  |
| 35183.1406 | 3    | 13    | LAWRENCE B STONE PROPERTIES #711 LLC | 711 N Lincoln St                    | Private Property | \$ 67,500.00      | \$ 278,500.00                           | \$ 346,000.00                           | \$ 242.20    |
| 35183.1408 | 3    | 13    | DIAMOND PARKING INC                  | 714 N Monroe St                     | Private Property | \$ 39,600.00      | \$ 1,700.00                             | \$ 41,300.00                            | \$ 110.00    |
| 35183.1409 | 3    | 13    | SHOFAR ENTERPRISES LLC               | 712 N Monroe St                     | Private Property | \$ 33,000.00      | \$ 58,400.00                            | \$ 91,400.00                            | \$ 110.00    |
| 35183.1410 | 3    | 13    | TEC INVESTMENTS LLC                  | 706 N Monroe St                     | Private Property | \$ 61,050.00      | \$ 344,100.00                           | \$ 405,150.00                           | \$ 283.61    |
| 35183.1411 | 3    | 13    | HES PROPERTIES, LLC                  | 628 N Monroe St                     | Private Property | \$ 44,550.00      | \$ 459,100.00                           | \$ 503,650.00                           | \$ 352.56    |
| 35183.1438 | 3    | 13    | MAD ANTHONYS INC                     | 618 N Monroe St                     | Private Property | \$ 111,410.00     | \$ 115,300.00                           | \$ 226,710.00                           | \$ 158.70    |
| 35183.1414 | 3    | 13    | DIAMOND PARKING INC.                 | 605 N Lincoln St                    | Private Property |                   | \$ 13,400.00                            |   | \$ 110.00    |
| 35183.1418 | 3    | 13    | DIAMOND PARKING INC.                 | Address Unknown                     | Private Property | \$ 60,750.00      |   |   | \$ 110.00    |
| 35183.1427 | 3    | 13    | GARRAS, BILLY J                      | 601 N Lincoln St                    | Private Property | \$ 81,000.00      | \$ -                                    |   | \$ 110.00    |
| 35183.1428 | 3    |       | DIAMOND PARKING INC.                 | 610 N Monroe St                     | Private Property | \$ 111,380.00     | \$ 11,400.00                            |   | \$ 110.00    |
| 35183.1429 | 3    | 13    | LAWRENCE B STONE PROPERTIES #711 LLC | Address Unknown                     | Private Property | \$ 67,500.00      | \$ -                                    |   | \$ 110.00    |
| 35183.1431 | 3    |       | MAD ANTHONYS INC                     | 625 N Lincoln St                    | Private Property | \$ 168,750.00     |   | \$ 168,750.00                           |              |
| 35183.1432 | 3    |       | NORTH BY NORTHWEST PARTNERS LLC      | 901 W Broadway Ave                  | Private Property | \$ 120,600.00     |   |   |              |
|            | - 1  |       | 1                                    | Page 1                              |                  | ,                 | . ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | . , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |              |



| 35881   3   12   NOTIFICE PROTECTIVEST PARTICLES LICE   | 1          | _ |    |                                  | less                     | 1                | 14 4000000                              | 1.4 |              |                     |    |          |
|---|------------|---|----|----------------------------------|--------------------------|------------------|---|-----|--------------|---------------------|----|----------|
| \$1838.3213   1   | 35183.1433 | 3 | 12 | NORTH BY NORTHWEST PARTNERS LLC  | 909 W Broadway Ave       | Private Property |   | -   |              |                     | -  | 110.00   |
| \$1818.2236 3 6 SPOCKANE CLUB 1002 W Reverside Ave Prevale Property \$ 37,850.00 1 5 2,259,500.00 5 738,550.00   |            |   |    | ·                                |                          | · · ·            |   |     | ,            |                     |    |          |
| \$3581 9228   3   6 WeST 1124 RWESTBUE LLLL   1214 W Reverside Ave   Private Property   5   277,940   3   5,600.00   3,757,900   3,275,000  |            |   |    |                                  |                          |                  |   |     |              | . , ,               |    | ,        |
| \$1838.2258 3 6 WSF11136 NOVERSIDE LU 1114 W Reverside Ave Produce Progrepty \$ 27,980.00 \$ 3,757,800.00 \$ 3,758,000.00 \$ 3,736,   |            |   |    |                                  |                          |                  |   |     |              |                     |    |          |
| \$2583.2501   1   |            |   |    |                                  |                          |                  |   | -   |              |                     |    |          |
| \$181.00   1   27   Control C   |            |   |    |                                  |                          | ' '              | .,                                      |     |              |                     |    |          |
| \$1584.0007   3   22   AVISTA CORPORATION   Vacant Land   |            |   | -  |                                  |                          |                  |   | -   |              | 1 -, ,              | т  |          |
| 13184.0002   3   22   AVSTATCORPORATION   Vacant Land   |            | _ |    |                                  |                          |                  | 1                                       |     | 324,900.00   |                     | -  |          |
| \$258.00.002   3   25   SCROME PUBLIC FACILITIES DISTRICT   332 N Spokane Falls CE   Public Facilities Dist   1,943,320.00   5   5   1,943,320.00   5   373,232   373,333,333,333,333,333,333,333,333,333   |            | _ |    |                                  |                          |                  |   |     | -            |                     |    |          |
| \$5184.0068   3   24   One Wan LLC  |            | - |    |                                  |                          |                  | ,                                       |     | -            |                     |    |          |
| \$18,80,000   3   56   MINTE, BRIAN IL & BEUTL   231 W. Spókame Falls Rivid   Private Property   5   188,80,000   5   20,30,000   5   1,205,000   5   1,305,0   |            | - |    |                                  |                          |                  |   | -   | -            |                     |    |          |
| \$1814.0051   3   66   FUCI FAMILY LLC   218 N Bernard St   |            | _ |    |                                  |                          |                  | + -,- :-,                               |     |              |                     |    |          |
| \$158.0.016   3   67   CUMORY UNITED LIC   244 W Main Ave   |            | - |    |                                  |                          |                  |   | -   |              |                     | т  |          |
| 35184 00513   3 67   WINTER, BRIAN L & BRUCE L   241 ETREN Ave   Private Property   5 69,750.00   5 1,900.00   5 1,000.0  |            | _ |    |                                  |                          |                  |   |     |              |                     |    |          |
| \$153810.0616   3   67   WINTER, BRIAN L & BRUCE   236 W Main Ave   Private Property   \$   150,750.00   \$   2,400.00   \$   16,359.00   \$   11,077   \$   150,550.00   \$   14,777   \$   150,550.00   \$   14,777   \$   150,550.00   \$   14,777   \$   150,550.00   \$   14,777   \$   150,550.00   \$   14,777   \$   150,550.00   \$   14,777   \$   150,550.00   \$   14,777   \$   150,550.00   \$   17,77   \$   1  |            |   |    |                                  | 244 W Main Ave           |                  |   | -   |              |                     |    | 1,518.45 |
| \$1514.06157   3 67   WINTER, BRIAN L & BRUCE L   223 W Main Ave  | 35184.0615 |   | 67 | WINTER, BRIAN L & BRUCE L        | 241 E Trent Ave          | Private Property |   |     | 1,900.00     | , , , , , , , , , , |    | 110.00   |
|   |            |   |    |                                  |                          | Private Property |   | -   | ·            |                     |    | 110.00   |
| S1840605   6   7   MOMOWORROSCOLU   220 W Main Ave  | 35184.0617 | - | 67 | WINTER, BRIAN L & BRUCE L        | 232 W Main Ave           | Private Property |   |     | ·            | \$ 163,950.00       | \$ | 114.77   |
| \$1,000,000   \$3,000 | 35184.0618 | 3 | 67 | WINTER, BRIAN L & BRUCE L        | 228 W Main Ave           | Private Property | \$ 159,750.00                           | \$  | 4,200.00     | \$ 163,950.00       | \$ | 114.77   |
| \$15184.0624   3   66   WINTER, BRIANL & BRUCE L   237 W Spokane Falls Buld   | 35184.0605 | 1 | 67 | MOMOWOBROSCO LLC                 | 220 W Main Ave           | Private Property | \$ 239,630.00                           | \$  | 738,200.00   | \$ 977,830.00       | \$ | 1,075.61 |
| \$5,842,000   \$7,005,600.00   \$7,005,600.00   \$7,005,600.00   \$7,005,600.00   \$7,005,600.00   \$7,005,600.00   \$7,005,600.00   \$7,000.00   \$1,005,000.00   \$1,   | 35184.0620 | 3 | 67 | WINTER, BRIAN L & BRUCE L        | 224 W Main Ave           | Private Property | \$ 79,880.00                            | \$  | 2,100.00     | \$ 81,980.00        | \$ | 110.00   |
| S1584.0803   3   60   301 MAN AVE LIC   307 W Main Ave   Private Property   5   198,800.00   5   1,566,500.00   5   1,066,550  | 35184.0624 | 3 | 66 | WINTER, BRIAN L & BRUCE L        | 237 W Spokane Falls Blvd | Private Property |   | \$  | 4,200.00     | \$ 203,000.00       | \$ | 142.10   |
| STSHA RB07   3   60   RD PARKING LIC   307 W Main Ave   Private Property   5   188,000 0   5   95,100 0   5   141,13  | 35184.0628 | 3 | 67 | SPOKANE SCHOOL DISTRICT #81      | 200 N Bernard St         | Government       |   | \$  | 7,095,600.00 | \$ 7,637,900.00     | \$ | 4,582.74 |
| 35184.0803   3   61   COLONIAL CITY   111 N Bernard St  | 35184.0801 | 3 | 60 | 301 MAIN AVE LLC                 | 301 W Main Ave           | Private Property | \$ 198,800.00                           | \$  | 1,367,700.00 | \$ 1,566,500.00     | \$ | 1,096.55 |
| 3   518   1   1   1   1   1   1   1   1   1   | 35184.0802 | 3 | 60 | JRD PARKING LLC                  | 307 W Main Ave           | Private Property | \$ 198,800.00                           | \$  | 7,100.00     | \$ 205,900.00       | \$ | 144.13   |
| \$15184.0903   3   69   ALBSU, CRUZ   209 W Main Ave  | 35184.0803 | 3 | 61 | COLONIAL CITY                    | 111 N Bernard St         | Private Property |   | \$  | 905,100.00   | \$ 1,103,120.00     | \$ | 772.18   |
| \$1,000   \$3   68  | 35184.0804 | 3 | 61 | JENSEN REAL ESTATE INVESTORS INC | 310 W Riverside Ave      | Private Property | \$ 241,890.00                           | \$  | 24,400.00    | \$ 266,290.00       | \$ | 186.40   |
| \$15184.0908   3 69   WOODHEAD SR, JOHN G   239 W Main Ave  | 35184.0903 | 3 | 69 | ALBISU, CRUZ                     | 209 W Main Ave           | Private Property | \$ 159,750.00                           | \$  | 20,900.00    | \$ 180,650.00       | \$ | 126.46   |
|   | 35184.0904 | 3 | 68 | ALBISU, CRUZ                     | 215 W Main Ave           | Private Property | \$ 159,750.00                           | \$  | 3,300.00     | \$ 163,050.00       | \$ | 114.14   |
| \$15184.0921   3   68   SPOKANE SCHOOL DISTRICT #81   247 W Main Ave   Government   \$ 343,13.00   \$ 16,30.00   \$ 359,43.00   \$ 215,66   \$35184.0911   3   70   SKL PROPERTY MANAGEMENT INC   256 W Riverside Ave   Private Property   \$ 341,870.00   \$ 190,000.00   \$ 231,870.00  | 35184.0908 | 3 | 69 | WOODHEAD SR, JOHN G              | 239 W Main Ave           | Private Property | \$ 159,750.00                           | \$  | 536,500.00   | \$ 696,250.00       | \$ | 487.38   |
| SSIAR.0917   3   70   SKL PROPERTY MANAGEMENT INC   256 W Riverside Ave   Private Property   \$   31,870.00   \$   572,31   | 35184.0922 | 3 | 68 | SCHMIDT 245 MAIN LLC             | 245 W Main Ave           | Private Property | \$ 204,480.00                           | \$  | 1,247,800.00 | \$ 1,452,280.00     | \$ | 1,016.60 |
| STERLINGS SAVINGS ASSOCIATION   214 W Riverside Ave   | 35184.0923 | 3 | 68 | SPOKANE SCHOOL DISTRICT #81      | 247 W Main Ave           | Government       | \$ 343,130.00                           | \$  | 16,300.00    | \$ 359,430.00       | \$ | 215.66   |
| 35184.1202   3   72   ALGER BRISTOL & LOT 82, LLC   20 W Riverside Ave   Private Property   \$   53,40.00   \$   5,40.00   \$   5,60.00   \$   5,60.00   \$   5,00.00   \$   5  | 35184.0911 | 3 | 70 | SKL PROPERTY MANAGEMENT INC      | 256 W Riverside Ave      | Private Property | \$ 341,870.00                           | \$  | 190,000.00   | \$ 531,870.00       | \$ | 372.31   |
| 35184.1202   3   72   ALGER BRISTOL & LOT 82, LLC   210 W Sprague Ave   Private Property   5   189,000.0   5   607,300.0   5   796,300.0   5   557,41   | 35184.0917 | 3 | 71 | STERLING SAVINGS ASSOCIATION     | 214 W Riverside Ave      | Private Property | \$ 319,500.00                           | \$  | -            | \$ 319,500.00       | \$ | 223.65   |
| \$35184.1204   3   72   ALGER BRISTOL & LOT 82 LLC   210 W Sprague Ave   Private Property   \$   189,000.00   \$   607,300.00   \$   796,300.00   \$   557,41   \$   35184.1205   3   72   ALGER BRISTOL & LOT 82 LLC   209 W Riverside Ave   Private Property   \$   64,130.00   \$   4,000.00   \$   68,130.00   \$   110.00   \$   35184.1205   3   72   ALGER BRISTOL & LOT 82 LLC   211 W Riverside Ave   Private Property   \$   201,380.00   \$   10,300.00   \$   211,680.00   \$   147.69   \$   35184.1206   3   72   ALGER BRISTOL & LOT 82 LLC   215 W Riverside Ave   Private Property   \$   201,380.00   \$   211,680.00   \$   148.18   \$   35184.1206   3   72   ALGER BRISTOL & LOT 82 LLC   224 W Sprague Ave   Private Property   \$   101,250.00   \$   826,400.00   \$   927,650.00   \$   649,36   \$   35184.1208   3   72   ALGER BRISTOL & LOT 82 LLC   224 W Sprague Ave   Private Property   \$   100,130.00   \$   4,100.00   \$   4,100.00   \$   14,230.00   \$   110.00   \$   35184.1211   3   72   ALGER BRISTOL & LOT 82 LLC   224 W Sprague Ave   Private Property   \$   90,990.00   \$   288,500.00   \$   379,490.00   \$   2565,64   \$   35184.1211   3   72   DIAMOND PARKING INC.   232 W Sprague Ave   Private Property   \$   201,380.00   \$   648,200.00   \$   489,580.00   \$   594,71   \$   35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   222,890.00   \$   1,129,000.00   \$   1,412,190.00   \$   35184.1211   3   72   DIAMOND PARKING INC.   239 W Riverside Ave   Private Property   \$   222,890.00   \$   1,412,190.00   \$   988.53   \$   35184.1211   3   70   JRD PARKING ILC   239 W Riverside Ave   Private Property   \$   445,050.00   \$   4,500.00   \$   | 35184.0918 | 3 | 71 | UMPQUA BANK: CONVENIENCE CENTER  | 206 W Riverside Ave      | Private Property | \$ 319,500.00                           | \$  | 122,800.00   | \$ 442,300.00       | \$ | 309.61   |
| 35184.1204   3  | 35184.1202 | 3 | 72 | ALGER BRISTOL & LOT 82, LLC      | 203 W Riverside Ave      | Private Property | \$ 53,440.00                            | \$  | 3,200.00     | \$ 56,640.00        | \$ | 110.00   |
| 35184.1205   3   72   ALGER BRISTOL & LOT 82 LLC   211 W Riverside Ave   Private Property   \$   201,380.00   \$   30,000.00   \$   210,980.00   \$   147.69  | 35184.1203 | 3 | 72 | ALGER BRISTOL & LOT 82 LLC       | 210 W Sprague Ave        | Private Property | \$ 189,000.00                           | \$  | 607,300.00   | \$ 796,300.00       | \$ | 557.41   |
| STIBAL 1206   3   72   ALGER BRISTOL & LOT 82, LLC   215 W Riverside Ave   Private Property   \$   201,380.00   \$   10,300.00   \$   211,680.00   \$   148.18   35184.1207   3   72   ALGER BRISTOL & LOT 82, LLC   224 W Riverside Ave   Private Property   \$   10,130.00   \$   41,000.00   \$   41,000.00   \$   104,230.00   \$   110.00   \$   35184.1215   3   72   BLOKETT LLC   227 W Riverside Ave   Private Property   \$   201,380.00   \$   288,500.00   \$   379,490.00   \$   265.64   35184.1210   3   72   DIAMOND PARKING INC.   232 W Sprague Ave   Private Property   \$   201,380.00   \$   648,200.00   \$   379,490.00   \$   265.64   35184.1210   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   201,380.00   \$   648,200.00   \$   849,580.00   \$   594.71   \$   35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   328,750.00   \$   232.93   \$   35184.1211   3   72   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   168,870.00   \$   186,87   | 35184.1204 | 3 | 72 | ALGER BRISTOL & LOT 82 LLC       | 209 W Riverside Ave      | Private Property | \$ 64,130.00                            | \$  | 4,000.00     | \$ 68,130.00        | \$ | 110.00   |
| STIBAL 1206   3   72   ALGER BRISTOL & LOT 82, LLC   215 W Riverside Ave   Private Property   \$   201,380.00   \$   10,300.00   \$   211,680.00   \$   148.18   35184.1207   3   72   ALGER BRISTOL & LOT 82, LLC   224 W Riverside Ave   Private Property   \$   10,130.00   \$   41,000.00   \$   41,000.00   \$   104,230.00   \$   110.00   \$   35184.1215   3   72   BLOKETT LLC   227 W Riverside Ave   Private Property   \$   201,380.00   \$   288,500.00   \$   379,490.00   \$   265.64   35184.1210   3   72   DIAMOND PARKING INC.   232 W Sprague Ave   Private Property   \$   201,380.00   \$   648,200.00   \$   379,490.00   \$   265.64   35184.1210   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   201,380.00   \$   648,200.00   \$   849,580.00   \$   594.71   \$   35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   328,750.00   \$   232.93   \$   35184.1211   3   72   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   168,870.00   \$   186,87   | 35184.1205 | 3 | 72 | ALGER BRISTOL & LOT 82 LLC       | 211 W Riverside Ave      | Private Property | \$ 201,380.00                           | \$  | 9,600.00     | \$ 210,980.00       | \$ | 147.69   |
| 35184.1216   3   72   ALGER BRISTOL & LOT 82, LLC   224 W Sprague Ave   Private Property   \$   100,130.00   \$   4,100.00   \$   104,230.00   \$   110.00   \$   35184.1215   3   72   BEAR & HALE, LLC   227 W Riverside Ave   Private Property   \$   90,990.00   \$   288,500.00   \$   379,490.00   \$   265.64   \$   35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   201,380.00   \$   272,000.00   \$   332,750.00   \$   594.71   \$   35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   1,412,190.00   \$   988.53   \$   35184.1213   3   72   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   161,170.00   \$   7,700.00   \$   168,870.00   \$   118.21   \$   35184.1214   3   70   JRD PARKING LLC   8 N Bernard St   Private Property   \$   445,050.00   \$   8,500.00   \$   453,550.00   \$   311.48   \$   35184.1302   3   63   GB DOW INVESTMENTS LLC   301 W Riverside Ave   Private Property   \$   179,200.00   \$   5,300.00   \$   145,300.00   \$   110.00   \$   35184.1802   1   39   WRAIGHT LLC   223 N Howard St   Private Property   \$   668,90.00   \$   2,326,600.00   \$   2,326,600.00   \$   2,335,990.00   \$   2,335,990.00   \$   2,335,990.00   \$   3,838,190.00   \$   3,838,190.00   \$   3,838,190.00   \$   4,838,400.00   \$   4,221.94   \$   35184.1808   1   39   WHAITLAND BANK   222 N Wall St   Private Property   \$   1,038,100.00   \$   2,355,900.00   \$   4,235,000.00   \$   | 35184.1206 | 3 | 72 | ALGER BRISTOL & LOT 82, LLC      | 215 W Riverside Ave      | Private Property |   | \$  | 10,300.00    | \$ 211,680.00       | \$ | 148.18   |
| 35184.1216   3   72   ALGER BRISTOL & LOT 82, LLC   224 W Sprague Ave   Private Property   \$   100,130.00   \$   4,100.00   \$   104,230.00   \$   110.00   \$   35184.1215   3   72   BEAR & HALE, LLC   227 W Riverside Ave   Private Property   \$   90,990.00   \$   288,500.00   \$   379,490.00   \$   265.64   \$   35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   201,380.00   \$   272,000.00   \$   332,750.00   \$   594.71   \$   35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   1,412,190.00   \$   988.53   \$   35184.1213   3   72   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   161,170.00   \$   7,700.00   \$   168,870.00   \$   118.21   \$   35184.1214   3   70   JRD PARKING LLC   8 N Bernard St   Private Property   \$   445,050.00   \$   8,500.00   \$   453,550.00   \$   311.48   \$   35184.1302   3   63   GB DOW INVESTMENTS LLC   301 W Riverside Ave   Private Property   \$   179,200.00   \$   5,300.00   \$   145,300.00   \$   110.00   \$   35184.1802   1   39   WRAIGHT LLC   223 N Howard St   Private Property   \$   668,90.00   \$   2,326,600.00   \$   2,326,600.00   \$   2,335,990.00   \$   2,335,990.00   \$   2,335,990.00   \$   3,838,190.00   \$   3,838,190.00   \$   3,838,190.00   \$   4,838,400.00   \$   4,221.94   \$   35184.1808   1   39   WHAITLAND BANK   222 N Wall St   Private Property   \$   1,038,100.00   \$   2,355,900.00   \$   4,235,000.00   \$   | 35184.1207 | 3 | 72 | STUDIO 24 LLC                    | 221 W Riverside Ave      | Private Property | \$ 101,250.00                           | \$  | 826,400.00   | \$ 927,650.00       | \$ | 649.36   |
| 35184.1210   3   72   BEAR & HALE, LLC   232 W Sprague Ave   Private Property   \$   201,380.00   \$   648,200.00   \$   849,580.00   \$   594.71   35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   60,750.00   \$   272,000.00   \$   332,750.00   \$   232.93   35184.1212   3   72   WOLFE JASON D   236 W Sprague Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   1,412,190.00   \$   988.53   35184.1214   3   70   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   161,170.00   \$   7,700.00   \$   168,870.00   \$   311.49   35184.1214   3   70   JRD PARKING LLC   8 N Bernard St   Private Property   \$   445,050.00   \$   453,550.00   \$   317.49   35184.1307   3   63   GB DOW INVESTMENTS LLC   311 W Riverside Ave   Private Property   \$   179,200.00   \$   710,700.00   \$   889,900.00   \$   622.93   35184.1302   3   63   GB DOW INVESTMENTS LLC   301 W Riverside Ave   Private Property   \$   140,000.00   \$   5,300.00   \$   145,300.00   \$   110.00   35184.1802   1   39   WRAIGHT LLC   223 N Howard St   Private Property   \$   646,890.00   \$   2,326,600.00   \$   2,329,990.00   \$   2,353.99   35184.1806   1   39   U O F   618 W Main Ave   Private Property   \$   668,190.00   \$   2,326,600.00   \$   2,994,790.00   \$   3,294.27   35184.1808   1   39   WHEATLAND BANK   222 N Wall St   Private Property   \$   1,018,330.00   \$   2,355,300.00   \$   4,838,400.00   \$   3,208.26   35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   2,355,300.00   \$   4,838,400.00   \$   5,292.24   35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   663,440.00   \$   729.78   \$   1   10.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493.100.00   \$   1,493   | 35184.1208 | 3 | 72 | ALGER BRISTOL & LOT 82, LLC      | 224 W Sprague Ave        | Private Property |   | \$  | 4,100.00     | \$ 104,230.00       | \$ | 110.00   |
| 35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   60,750.00   \$   272,000.00   \$   332,750.00   \$   232.93   35184.1212   3   72   WOLFE JASON D   236 W Sprague Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   1,412,190.00   \$   988.53   35184.1213   3   72   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   161,170.00   \$   453,550.00   \$   453,550.00   \$   312.49   35184.1307   3   63   GB DOW INVESTMENTS LLC   311 W Riverside Ave   Private Property   \$   179,200.00   \$   710,700.00   \$   488,900.00   \$   618,870.00   \$   | 35184.1215 | 3 | 72 | BICKETT LLC                      | 227 W Riverside Ave      | Private Property | \$ 90,990.00                            | \$  | 288,500.00   | \$ 379,490.00       | \$ | 265.64   |
| 35184.1211   3   72   DIAMOND PARKING INC.   237 W Riverside Ave   Private Property   \$   60,750.00   \$   272,000.00   \$   332,750.00   \$   232.93   35184.1212   3   72   WOLFE JASON D   236 W Sprague Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   1,412,190.00   \$   988.53   35184.1213   3   72   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   161,170.00   \$   453,550.00   \$   453,550.00   \$   312.49   35184.1307   3   63   GB DOW INVESTMENTS LLC   311 W Riverside Ave   Private Property   \$   179,200.00   \$   710,700.00   \$   488,900.00   \$   618,870.00   \$   | 35184.1210 | 3 | 72 | BEAR & HALE, LLC                 | 232 W Sprague Ave        | Private Property | \$ 201,380.00                           | \$  | 648,200.00   | \$ 849,580.00       | \$ | 594.71   |
| 35184.1212   3   72   WOLFE JASON D   236 W Sprague Ave   Private Property   \$   222,890.00   \$   1,189,300.00   \$   1,412,190.00   \$   988.53   35184.1213   3   72   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   161,170.00   \$   7,700.00   \$   168,870.00   \$   118.21   35184.1214   3   70   JRD PARKING LLC   8 N Bernard St   Private Property   \$   445,050.00   \$   8,500.00   \$   453,550.00   \$   317.49   35184.1307   3   63   GB DOW INVESTMENTS LLC   311 W Riverside Ave   Private Property   \$   179,200.00   \$   710,700.00   \$   889,900.00   \$   622.93   35184.1302   3   63   GB DOW INVESTMENTS LLC   301 W Riverside Ave   Private Property   \$   140,000.00   \$   5,300.00   \$   145,300.00   \$   210.00   \$   35184.1802   1   39   WRAIGHT LLC   223 N Howard St   Private Property   \$   646,890.00   \$   2,326,600.00   \$   2,329,4790.00   \$   3,294.27   35184.1807   1   39   600 MAIN INC   608 W Main Ave   Private Property   \$   1,018,330.00   \$   2,819,800.00   \$   3,803,300.00   \$   4,838,400.00   \$   5,322.24   35184.1903   1   46   5POKANE 73   228 N Howard St   Private Property   \$   561,300.00   \$   2,355,300.00   \$   63,440.00   \$   729.78   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   729.78   \$   729.78   \$   729.78   \$   729.78   \$   729.78   \$   | 35184.1211 | 3 | 72 | DIAMOND PARKING INC.             |                          | Private Property | \$ 60,750.00                            | \$  | 272,000.00   | \$ 332,750.00       | \$ | 232.93   |
| 35184.1213   3   72   JRD PARKING LLC   239 W Riverside Ave   Private Property   \$   161,170.00   \$   7,700.00   \$   168,870.00   \$   118.21   35184.1214   3   70   JRD PARKING LLC   8 N Bernard St   Private Property   \$   445,050.00   \$   453,550.00   \$   317.49   35184.1307   3   63   GB DOW INVESTMENTS LLC   311 W Riverside Ave   Private Property   \$   179,200.00   \$   710,700.00   \$   889,900.00   \$   622.93   35184.1302   3   63   GB DOW INVESTMENTS LLC   301 W Riverside Ave   Private Property   \$   140,000.00   \$   5,300.00   \$   145,300.00   \$   110.00   \$   35184.1802   1   39   WRAIGHT LLC   223 N Howard St   Private Property   \$   646,890.00   \$   2,139,990.00   \$   2,353.99   \$   35184.1806   1   39   I O O F   G18 W Main Ave   Private Property   \$   668,190.00   \$   2,326,600.00   \$   2,994,790.00   \$   3,294.27   \$   35184.1807   1   39   600 MAIN INC   608 W Main Ave   Private Property   \$   1,018,330.00   \$   2,819,800.00   \$   3,838,130.00   \$   4,221.94   \$   35184.1808   1   39   WHEATLAND BANK   222 N Wall St   Private Property   \$   561,300.00   \$   2,355,300.00   \$   2,916,600.00   \$   3,208.26   35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   729.78   \$   729.78   \$   404,040.00   \$   259,400.00   \$   2,916,600.00   \$   729.78   \$   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3,208.26   3   3,208.26   3   3,208.26   3   3,208.26   3   3   3   3   3   3   3   3   3   | 35184.1212 | 3 | 72 | WOLFE JASON D                    | 236 W Sprague Ave        |                  |   |     | 1,189,300.00 | \$ 1,412,190.00     | \$ | 988.53   |
| 35184.1214   3   70   JRD PARKING LLC   8 N Bernard St   Private Property   \$ 445,050.00   \$ 8,500.00   \$ 453,550.00   \$ 317.49   | 35184.1213 | 3 | 72 | JRD PARKING LLC                  |                          |                  | \$ 161,170.00                           | \$  | 7,700.00     | \$ 168,870.00       | \$ | 118.21   |
| 35184.1307   3   63   GB DOW INVESTMENTS LLC   311 W Riverside Ave   Private Property   \$   179,200.00   \$   710,700.00   \$   889,900.00   \$   622.93     35184.1302   3   63   GB DOW INVESTMENTS LLC   301 W Riverside Ave   Private Property   \$   140,000.00   \$   5,300.00   \$   145,300.00   \$   110.00     35184.1802   1   39   WRAIGHT LLC   223 N Howard St   Private Property   \$   646,890.00   \$   1,493,100.00   \$   2,139,990.00   \$   2,353.99     35184.1806   1   39   I O O F   618 W Main Ave   Private Property   \$   668,190.00   \$   2,326,600.00   \$   2,994,790.00   \$   3,294.27     35184.1807   1   39   600 MAIN INC   608 W Main Ave   Private Property   \$   1,018,330.00   \$   2,819,800.00   \$   3,838,130.00   \$   4,221.94     35184.1808   1   39   WHEATLAND BANK   222 N Wall St   Private Property   \$   1,038,100.00   \$   2,355,300.00   \$   4,838,400.00   \$   5,322.24     35184.1903   1   46   SPOKANE 73   228 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   729.78     36184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   729.78     37184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   729.78     37184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   729.78     37184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   729.78     37184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   729.78     37184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   259,400.00   \$   279.78     37184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   279.78     37184.1905   1   279.78   279.78   279.78   279.78   279.78   279.78   279.78   279.78   279.78   279.78   279.78   279.78   279.78   279.78   279.78  |            |   |    | JRD PARKING LLC                  |                          |                  |   |     |              |                     | \$ |          |
| 35184.1302   3   63   GB DOW INVESTMENTS LLC   301 W Riverside Ave   Private Property   \$   140,000.00   \$   5,300.00   \$   145,300.00   \$   110.00   \$   35184.1802   1   39   WRAIGHT LLC   223 N Howard St   Private Property   \$   646,890.00   \$   1,493,100.00   \$   2,139,990.00   \$   2,353.99   \$   35184.1806   1   39   I O O F   618 W Main Ave   Private Property   \$   668,190.00   \$   2,326,600.00   \$   2,994,790.00   \$   3,294.27   \$   35184.1807   1   39   600 MAIN INC   608 W Main Ave   Private Property   \$   1,018,330.00   \$   2,819,800.00   \$   3,838,130.00   \$   4,221.94   \$   35184.1808   1   39   WHEATLAND BANK   222 N Wall St   Private Property   \$   1,038,100.00   \$   3,800,300.00   \$   4,838,400.00   \$   5,322.24   \$   35184.1903   1   46   SPOKANE 73   228 N Howard St   Private Property   \$   404,040.00   \$   259,400.00   \$   663,440.00   \$   729.78   \$   1,038,100.00   \$   2,916,600.00   \$   729.78   \$   1,038,100.00   \$   2,916,600   |            | 3 |    |                                  |                          | Private Property |   |     | ,            |                     | \$ |          |
| 35184.1802       1       39       WRAIGHT LLC       223 N Howard St       Private Property       \$ 646,890.00       \$ 1,493,100.00       \$ 2,139,990.00       \$ 2,353.99         35184.1806       1       39       I O O F       618 W Main Ave       Private Property       \$ 668,190.00       \$ 2,326,600.00       \$ 2,994,790.00       \$ 3,294.27         35184.1807       1       39       600 MAIN INC       608 W Main Ave       Private Property       \$ 1,018,330.00       \$ 2,819,800.00       \$ 3,838,130.00       \$ 4,221.94         35184.1808       1       39       WHEATLAND BANK       222 N Wall St       Private Property       \$ 1,038,100.00       \$ 3,800,300.00       \$ 4,838,400.00       \$ 5,322.24         35184.1903       1       46       SPOKANE 73       228 N Howard St       Private Property       \$ 561,300.00       \$ 2,355,300.00       \$ 2,916,600.00       \$ 3,208.26         35184.1904       1       46       220 INVESTORS       218 N Howard St       Private Property       \$ 404,040.00       \$ 259,400.00       \$ 663,440.00       \$ 729.78  |            |   | 63 | GB DOW INVESTMENTS LLC           |                          |                  |   |     |              |                     | -  |          |
| 35184.1806       1       39       I O O F       618 W Main Ave       Private Property       \$ 668,190.00       \$ 2,326,600.00       \$ 2,994,790.00       \$ 3,294.27         35184.1807       1       39       600 MAIN INC       608 W Main Ave       Private Property       \$ 1,018,330.00       \$ 2,819,800.00       \$ 3,838,130.00       \$ 4,221.94         35184.1808       1       39       WHEATLAND BANK       222 N Wall St       Private Property       \$ 1,038,100.00       \$ 3,800,300.00       \$ 4,838,400.00       \$ 5,322.24         35184.1903       1       46       SPOKANE 73       228 N Howard St       Private Property       \$ 561,300.00       \$ 2,355,300.00       \$ 2,916,600.00       \$ 3,208.26         35184.1904       1       46       220 INVESTORS       218 N Howard St       Private Property       \$ 404,040.00       \$ 259,400.00       \$ 663,440.00       \$ 729.78   |            |   |    |                                  |                          |                  |   |     |              |                     |    |          |
| 35184.1807       1       39       600 MAIN INC       608 W Main Ave       Private Property       \$ 1,018,330.00       \$ 2,819,800.00       \$ 3,838,130.00       \$ 4,221.94         35184.1808       1       39       WHEATLAND BANK       222 N Wall St       Private Property       \$ 1,038,100.00       \$ 3,800,300.00       \$ 4,838,400.00       \$ 5,322.24         35184.1903       1       46       SPOKANE 73       228 N Howard St       Private Property       \$ 561,300.00       \$ 2,355,300.00       \$ 2,916,600.00       \$ 3,208.26         35184.1904       1       46       220 INVESTORS       218 N Howard St       Private Property       \$ 404,040.00       \$ 259,400.00       \$ 663,440.00       \$ 729.78   |            |   |    |                                  |                          |                  |   |     |              |                     |    |          |
| 35184.1808   1   39   WHEATLAND BANK   222 N Wall St   Private Property   \$ 1,038,100.00   \$ 4,838,400.00   \$ 5,322.24     35184.1903   1   46   SPOKANE 73   228 N Howard St   Private Property   \$ 561,300.00   \$ 2,355,300.00   \$ 2,916,600.00   \$ 3,208.26     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78     35184.1904   1   46   220 INVESTORS   218 N Howard St   218 N Howa   |            |   |    |                                  |                          |                  |   |     |              |                     |    |          |
| 35184.1903   1   46   SPOKANE 73   228 N Howard St   Private Property   \$ 561,300.00   \$ 2,355,300.00   \$ 2,916,600.00   \$ 3,208.26     35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78  |            |   |    |                                  |                          |                  |   | -   |              | . , ,               |    |          |
| 35184.1904   1   46   220 INVESTORS   218 N Howard St   Private Property   \$ 404,040.00   \$ 259,400.00   \$ 663,440.00   \$ 729.78  |            |   |    |                                  |                          | , ,              |   |     |              |                     |    |          |
|   |            |   |    |                                  |                          |                  |   |     |              |                     |    |          |
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|------------|---|-----|----------------------------------|--------------------------|------------------|---------------|---------|---------------|---|-----|-----------|
| 35184.1905 | 1 | 46  | JGFH LLC                         | 206 N Howard St          | Private Property | \$ 761,940.   |         | 1,244,100.00  | \$ 2,006,040.00                         | \$  | 2,206.64  |
| 35184.1906 | 1 | 46  | JGFH LLC                         | 520 W Main Ave           | Private Property | \$ 761,940.   |         | 657,700.00    | \$ 1,419,640.00                         | \$  | 1,561.60  |
| 35184.1907 | 1 | 46  | JGFH LLC                         | 508 W Main Ave           | Private Property | \$ 1,015,900. |         | 10,500.00     | \$ 1,026,400.00                         | \$  | 1,129.04  |
| 35184.1908 | 1 | 46  | JGFH, LLC/CLHK, LLC              | 503 W Spokane Falls Blvd | Private Property | \$ 1,338,270. |         | 22,900.00     | \$ 1,361,170.00                         | \$  | 1,497.29  |
| 35184.2001 | 2 | 51  | PAC OPERATING CO                 | 217 N Washington St      | Private Property | \$ 192,360.   |         | 5,500.00      | \$ 197,860.00                           | \$  | 217.65    |
| 35184.2002 | 2 | 51  | JOHN HEIBER JR FAMILY LLC        | 405 E Trent Ave          | Private Property | \$ 577,070.   |         | 16,500.00     | \$ 593,570.00                           | \$  | 652.93    |
| 35184.2003 | 2 | 51  | JOHN HEIBER JR FAMILY LLC        | 413 W Spokane Falls Blvd | Private Property | \$ 346,210.   |         | 11,000.00     | \$ 357,210.00                           | \$  | 392.93    |
| 35184.2004 | 2 | 51  | PAC OPERATING CO                 | 419 W Spokane Falls Blvd | Private Property | \$ 172,700.   |         | 5,500.00      | \$ 178,200.00                           | \$  | 196.02    |
| 35184.2005 | 2 | 51  | PAC OPERATING CO                 | 423 W Spokane Falls Blvd | Private Property | \$ 397,800.   |         | 12,700.00     | \$ 410,500.00                           | -   | 451.55    |
| 35184.2006 | 2 | 51  | PAC OPERATING CO                 | 218 N Stevens St         | Private Property | \$ 121,910.   | _       | 3,100.00      | \$ 125,010.00                           | \$  | 137.51    |
| 35184.2007 | 2 | 51  | PAC OPERATING CO                 | 430 W Main Ave           | Private Property | \$ 194,400.   | 00   \$ | 171,100.00    | \$ 365,500.00                           | \$  | 402.05    |
| 35184.2008 | 2 | 51  | JOHN HEIBER JR FAMILY LLC        | 208 N Stevens St         | Private Property | \$ 286,110.   | 00 \$   | 7,800.00      | \$ 293,910.00                           | \$  | 323.30    |
| 35184.2009 | 2 | 51  | PAC OPERATING CO                 | 426 W Main Ave           | Private Property | \$ 130,230.   | 00 \$   | 3,300.00      | \$ 133,530.00                           | \$  | 146.88    |
| 35184.2010 | 2 | 51  | PAC OPERATING CO                 | 420 W Main Ave           | Private Property | \$ 148,770.   | 00 \$   | 3,500.00      | \$ 152,270.00                           | \$  | 167.50    |
| 35184.2011 | 2 | 51  | PAC OPERATING CO                 | Address Unknown          | Private Property | \$ 620.       | 00 \$   | -             | \$ 620.00                               | \$  | 110.00    |
| 35184.2012 | 2 | 51  | PAC OPERATING CO                 | 418 W Main Ave           | Private Property | \$ 474,980.   | 00 \$   | 12,200.00     | \$ 487,180.00                           | \$  | 535.90    |
| 35184.2013 | 2 | 51  | LIBERTY BUILDING LLC             | 404 W Main Ave           | Private Property | \$ 889,800.   | 00 \$   | 5,303,700.00  | \$ 6,193,500.00                         | \$  | 6,812.85  |
| 35184.2201 | 3 | 59  | JENSEN BYRD CO                   | 317 W Main Ave           | Private Property | \$ 260,510.   | 00 \$   | 5,500.00      | \$ 266,010.00                           | \$  | 186.21    |
| 35184.2202 | 3 | 59  | DIAMOND PARKING INC              | 319 W Main Ave           | Private Property | \$ 238,870.   | 00 \$   | 5,100.00      | \$ 243,970.00                           | \$  | 170.78    |
| 35184.2203 | 3 | 59  | DIAMOND PARKING                  | 329 W Main Ave           | Private Property | \$ 238,920.   |         | 5,100.00      | \$ 244,020.00                           | \$  | 170.81    |
| 35184.2204 | 3 | 59  | ZH INVESTMENTS LLC               | 331 W Main Ave           | Private Property | \$ 119,480.   |         | 198,500.00    | \$ 317,980.00                           | Ś   | 222.59    |
| 35184.2205 | 3 | 59  | KELLOGG, RICHARD E & SUSAN E     | 126 N Washington St      | Private Property | \$ 293,230.   |         | 177,100.00    | \$ 470,330.00                           | \$  | 329.23    |
| 35184.2206 | 3 | 59  | DIAMOND PARKING                  | 116 N Washington St      | Private Property | \$ 135,680.   |         | 2,100.00      | \$ 137,780.00                           | \$  | 110.00    |
| 35184.2207 | 3 | 61  | LEGION LLC                       | 108 N Washington St      | Private Property | \$ 286,000.   |         | 4,558,900.00  | \$ 4,844,900.00                         | \$  | 3,391.43  |
| 35184.2208 | 3 | 61  | LEGION LLC                       | 332 W Riverside Ave      | Private Property | \$ 142,940.   |         | 5,600.00      | \$ 148,540.00                           | \$  | 110.00    |
| 35184.2209 | 3 | 61  | LEGION LLC                       | 334 W Riverside Ave      | Private Property | \$ 142,940.   |         | 5,600.00      | \$ 148,540.00                           | \$  | 110.00    |
| 35184.2210 | 3 | 61  | ROBERTS/BOTZ/SCHOEDEL/ETAL       | 324 W Riverside Ave      | Private Property | \$ 238,920.   |         | 9,800.00      |   |     | 174.10    |
| 35184.2211 | 3 | 61  | JENSEN / BYRD CO                 | 320 W Riverside Ave      | Private Property | \$ 238,870.   |         | 232,900.00    | \$ 471,770.00                           | \$  | 330.24    |
| 35184.2212 | 3 | 61  | JENSEN BYRD CO                   | 314 W Riverside Ave      | Private Property | \$ 273,900.   |         | 348,000.00    | \$ 621,900.00                           | \$  | 435.33    |
| 35184.2212 | 2 | 52  | HILL, HILL & HILL LLC            | 405 W Main Ave           |                  | \$ 273,900.   |         | 442,100.00    | \$ 712,450.00                           | \$  | 783.70    |
| 35184.2301 | 2 | 53  | BELLINGHAM CONDO INVESTMENTS LLC |                          | Private Property | \$ 270,330.   |         | ·             | , | \$  |           |
|            |   |     |                                  | 115 N Washington St      | Private Property |               |         | 874,000.00    |   | т — | 1,134.27  |
| 35184.2303 | 2 | 52  | ANNETTE SILVER                   | 407 W Main Ave           | Private Property | \$ 213,800.   |         | 177,800.00    | \$ 391,600.00                           | \$  | 430.76    |
| 35184.2308 |   | 52  | 1889 BUILDING LLC                | 427 W Main Ave           | Private Property | \$ 150,250.   |         | 839,500.00    | \$ 989,750.00                           | \$  | 1,088.73  |
| 35184.2311 | 2 | 53  | BURLESON ROAD INVESTMENTS LLC    | 416 W Riverside Ave      | Private Property | \$ 356,150.   |         | 146,400.00    | \$ 502,550.00                           | \$  | 552.81    |
| 35184.2315 | 2 | 53  | BURLESON ROAD INVESTMENTS LLC    | 428 W Riverside Ave      | Private Property | \$ 1,068,550. |         | 120,300.00    | \$ 1,188,850.00                         | \$  | 1,307.74  |
| 35184.2317 | 2 | 52  | PBB INVESTMENTS LLC              | 421 W Main Ave           | Private Property | \$ 720,350.   |         | 678,000.00    | \$ 1,398,350.00                         | \$  | 1,538.19  |
| 35184.2407 | 1 | 47  | RIVERSIDE 522 LLC                | 522 W Riverside Ave      | Private Property | \$ 761,800.   |         | 2,568,200.00  | \$ 3,330,000.00                         | \$  | 3,663.00  |
| 35184.2408 | 1 | 47  | 518 W RIVERSIDE PARTNERS LLC     | 518 W Riverside Ave      | Private Property | \$ 253,900.   |         | 716,400.00    | \$ 970,300.00                           | \$  | 1,067.33  |
| 35184.2409 | 1 | 47  | SAPPHIRE 50 LLC                  | 516 W Riverside Ave      | Private Property | \$ 253,850.   |         | 283,000.00    | \$ 536,850.00                           | \$  | 590.54    |
| 35184.2412 | 1 | 47  | PARKADE INC                      | 511 W Main Ave           | Private Property | \$ 152,320.   |         | -             | \$ 152,320.00                           | \$  | 167.55    |
| 35184.2413 | 1 | 47  | 1953 BOX LLC                     | 502 W Riverside Ave      | Private Property | \$ 487,600.   |         | 615,800.00    | \$ 1,103,400.00                         | \$  | 1,213.74  |
| 35184.2414 | 1 | 47  | SURE WOULD LLC/1953 BOX LLC      | 112 N Howard St          | Private Property | \$ 67,480.    | 00 \$   | -             | \$ 67,480.00                            | \$  | 110.00    |
| 35184.2415 | 1 | 47  | SURE WOULD LLC                   | 508 W Riverside Ave      | Private Property | \$ 714,000.   |         | 679,200.00    | \$ 1,393,200.00                         | \$  | 1,532.52  |
| 35184.2416 | 1 | 47  | BOTZ/SCHOEDEL/ETAL               | 511 W Main Ave           | Private Property | \$ 2,707,380. | 00 \$   | 4,727,900.00  | \$ 7,435,280.00                         | \$  | 8,178.81  |
| 35184.2501 | 1 | 41  | MPL HOLDINGS, LLC                | 117 N Howard St          | Private Property | \$ 77,280.    | 00 \$   | 589,700.00    | \$ 666,980.00                           | \$  | 733.68    |
| 35184.2514 | 1 | 42  | BKWSPOKANE LLC                   | 618 W Riverside Ave      | Private Property | \$ 1,693,600. | 00 \$   | 4,684,000.00  | \$ 6,377,600.00                         | \$  | 7,015.36  |
| 35184.2511 | 1 | 41  | THOMAS A STIRITZ                 | 120 N Wall St            | Private Property | \$ 262,750.   | 00 \$   | 815,000.00    | \$ 1,077,750.00                         | \$  | 1,185.53  |
| 35184.2513 | 1 | 41  | STG MAIN LLC                     | 601 W Main Ave           | Private Property | \$ 1,466,700. | 00 \$   | 17,122,900.00 | \$ 18,589,600.00                        | \$  | 20,448.56 |
| 35184.2701 | 2 | 48  | FERNWELL ASSOCIATES INC          | 501 W Riverside Ave      | Private Property | \$ 505,290.   |         | 3,181,000.00  |   |     | 4,054.92  |
| 35184.2703 | 2 | 48  | JJM PROPERTIES                   | 509 W Riverside Ave      | Private Property | \$ 337,960.   |         | 8,600.00      |   |     | 381.22    |
| 35184.2705 | 2 |     | JJM PROPERTIES                   | 516 W Sprague Ave        | Private Property | \$ 134,180.   |         | 3,700.00      |   |     | 151.67    |
| 35184.2706 | 2 |     | RIVERSIDE CENTRE LLC             | 518 W Sprague Ave        | Private Property | \$ 884,690.   |         | 24,100.00     |   |     | 999.67    |
| 35184.2707 | 2 |     | RIVERSIDE CENTRE LLC             | 2 N Howard St            | Private Property | \$ 301,620.   |         |               | \$ 310,420.00                           |     | 341.46    |
| 35184.2708 | 2 | 48  | JJM PROPERTIES                   | 502 W Sprague Ave        | Private Property | \$ 550,650.   |         |               | \$ 565,950.00                           |     | 622.55    |
| 35184.2709 | 2 |     | JJM PROPERTIES                   | 514 W Sprague Ave        | Private Property | \$ 119,780.   |         | 3,200.00      |   |     | 135.28    |
|            |   |     | JJM PROPERTIES                   | 517 W Riverside Ave      | Private Property | \$ 168,620.   |         | 4,400.00      |   |     | 190.32    |
| 35184.2710 | 2 |     |                                  |                          |                  |               |         |               |   |     |           |



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|--------------------------|---|----|--------------------------------|----------------------------------|-----------------------------------|-----------------------------|-------|---------------|-------|-------------|-----|-----------|
| 35184.2802               | 2 | 54 | ARMSTRONG TRUST                | 402 W Sprague Ave                | Private Property                  | \$ 669,700.0                |       | 556,100.00    |       | 225,800.00  | \$  | 1,348.38  |
| 35184.2803               | 2 | 54 | OLD NAT BK TRUST               | 416 W Sprague Ave                | Private Property                  | \$ 239,800.0                |       | 5,500.00      |       | 245,300.00  | \$  | 269.83    |
| 35184.2805               | 2 | 54 | DIAMOND PARK INC               | 422 W Sprague Ave                | Private Property                  | \$ 359,900.0                |       | 14,100.00     |       | 374,000.00  | \$  | 411.40    |
| 35184.2806               | 2 | 54 | DIAMOND PLAZA LLC              | 421 W Riverside Ave              | Private Property                  | \$ 1,421,200.0              | _     | 7,965,500.00  |       | 386,700.00  |     | 10,325.37 |
| 35184.2903               | 3 | 62 | ERLING EIDE REV TRUST          | 319 W Riverside Ave              | Private Property                  | \$ 300,830.0                |       | 1,606,600.00  |       | 907,430.00  | \$  | 1,335.20  |
| 35184.2904               | 3 | 62 | MORIARTY, MARION               | 326 W Sprague Ave                | Private Property                  | \$ 300,890.0                |       | 7,100.00      |       | 307,990.00  | \$  | 215.59    |
| 35184.2905               | 3 | 62 | 331-335 W RIVERSIDE AVE LLC    | 331 W Riverside Ave              | Private Property                  | \$ 151,200.0                |       | 2,700.00      | -     | 153,900.00  | \$  | 110.00    |
| 35184.2906               | 3 | 62 | JOEL & JON DIAMOND LLC         | 330 W Sprague Ave                | Private Property                  | \$ 149,740.0                | _     | 4,500.00      | -     | 154,240.00  | \$  | 110.00    |
| 35184.2907               | 3 | 62 | DIAMOND PARK INC               | 4 N Washington St                | Private Property                  | \$ 360,130.0                |       | 10,700.00     |       | 370,830.00  | \$  | 259.58    |
| 35191.2001               | 2 | 49 | SYMONS BUILDING LLC            | 9 S Howard St                    | Private Property                  | \$ 666,500.0                | 0 \$  | 721,700.00    | \$ 1, | 388,200.00  | \$  | 1,527.02  |
| 35191.2101               | 2 | 55 | B & H ENTERPRISES LLC #1       | 425 W Sprague Ave                | Private Property                  | \$ 468,940.0                | 0 \$  | 234,200.00    | \$    | 703,140.00  | \$  | 773.45    |
| 35191.2102               | 2 | 55 | B & H ENTERPRISES LLC #1       | 415 W Sprague Ave                | Private Property                  | \$ 192,000.0                | 0 \$  | 175,500.00    | \$    | 367,500.00  | \$  | 404.25    |
| 35191.2103               | 2 | 55 | B & H ENTERPRISES LLC #1       | 418 W 1st Ave                    | Private Property                  | \$ 60,000.0                 | 0 \$  | 88,900.00     | \$    | 148,900.00  | \$  | 163.79    |
| 35191.2104               | 2 | 55 | DIAMOND PARKING INC            | 401 W Sprague Ave                | Private Property                  | \$ 616,130.0                | 0 \$  | 8,100.00      | \$    | 624,230.00  | \$  | 686.65    |
| 35191.2202               | 3 | 64 | SPOKANE TEACHERS CREDIT UNION  | 333 W Sprague Ave                | Private Property                  | \$ 333,250.0                | 0 \$  | 459,600.00    | \$    | 792,850.00  | \$  | 555.00    |
| 35191.2203               | 3 | 64 | SDS WENATCHEE,LLC              | 319 W Sprague Ave                | Private Property                  | \$ 71,690.0                 | 0 \$  | 207,000.00    | \$    | 278,690.00  | \$  | 195.08    |
| 35191.2205               | 3 | 64 | SDS WENATCHEE LLC              | 315 W Sprague Ave                | Private Property                  | \$ 114,480.0                | 0 \$  | 266,500.00    | \$    | 380,980.00  | \$  | 266.69    |
| 35191.2207               | 3 | 64 | DIAMOND FAMILY INVESTMENT      | 309 W Sprague Ave                | Private Property                  | \$ 128,000.0                | 0 \$  | 5,300.00      | \$    | 133,300.00  | \$  | 110.00    |
| 35191.2208               | 3 | 64 | LORRAINE LLC                   | 308 W 1st Ave                    | Private Property                  | \$ 69,380.0                 | 0 \$  | 940,000.00    | \$ 1, | .009,380.00 | \$  | 706.57    |
| 35191.2211               | 3 | 64 | SPOKANE TEACHERS CREDIT UNION  | 314 W 1st Ave                    | Private Property                  | \$ 172,270.0                | 0 \$  | 4,700.00      | \$    | 176,970.00  | \$  | 123.88    |
| 35191.2212               | 3 | 64 | SPOKANE PARKING LOT LLC        | 303 W Sprague Ave                | Private Property                  | \$ 289,040.0                | 0 \$  | 11,700.00     | \$    | 300,740.00  | \$  | 210.52    |
| 35191.2301               | 2 | 56 | STEWART BUILDING LLC           | 427 W 1st Ave                    | Private Property                  | \$ 54,590.0                 | 0 \$  | 361,700.00    | \$    | 416,290.00  | \$  | 457.92    |
| 35191.2302               | 2 | 56 | HOLLANDIA PROPERTIES           | 101 S Stevens St                 | Private Property                  | \$ 55,780.0                 | 0 \$  | 436,200.00    | \$    | 491,980.00  | \$  | 541.18    |
| 35191.2305               | 2 | 56 | CHALARDSOONTORNVATEE, R        | 411 W 1st Ave                    | Private Property                  | \$ 94,660.0                 | 0 \$  | 674,300.00    | \$    | 768,960.00  | \$  | 845.86    |
| 35191.2401               | 2 | 50 | BLACK ENTERPRISES              | 521 W 1st Ave                    | Private Property                  | \$ 446,300.0                | 0 \$  | 1,195,400.00  | \$ 1, | 641,700.00  | \$  | 1,805.87  |
| 35191.5521               | 2 | 50 | KEMESA, LLC                    | 119 S Howard St                  | Private Property                  | \$ 361,780.0                | 0 \$  | 171,300.00    | \$    | 533,080.00  | \$  | 586.39    |
| 35191.5518               | 2 | 45 | BROOKS, KENNETH                | 123 S Wall St                    | Private Property                  | \$ -                        | \$    | -             | \$    | -           | \$  | 110.00    |
| 35192.0101               | 3 | 82 | BUENA VISTA SPOKANE LLC        | 5 S Cedar St                     | Private Property                  | \$ 49,410.0                 | 0 \$  | 543,900.00    | \$    | 593,310.00  | \$  | 415.32    |
| 35192.0102               | 3 | 82 | BUENA VISTA SPOKANE LLC        | 11 S Cedar St                    | Private Property                  | \$ 49,410.0                 | 0 \$  | 531,500.00    | \$    | 580,910.00  | \$  | 406.64    |
| 35192.0103               | 3 | 82 | WATTS PROJECT LLC              | 1318 W 1st Ave                   | Private Property                  | \$ 118,190.0                |       | 455,100.00    |       | 573,290.00  | \$  | 401.30    |
| 35192.0104               | 3 | 82 | WATTS PROJECT LLC              | 1312 W 1st Ave                   | Private Property                  | \$ 118,190.0                | 0 \$  | 414,900.00    | \$    | 533,090.00  | \$  | 373.16    |
| 35192.0301               | 3 | 77 | COWLES PUBLISHING CO           | 1125 W Sprague Ave               | Private Property                  | \$ 296,440.0                |       | 80,200.00     | -     | 376,640.00  | Ś   | 263.65    |
| 35192.0302               | 3 | 77 | COWLES PUBLISHING CO           | 1103 W Sprague Ave               | Private Property                  | \$ 148,220.0                |       | 199,600.00    | -     | 347,820.00  | Ś   | 243.47    |
| 35192.0303               | 3 | 77 | COWLES PUBLISHING CO           | 1108 W 1st Ave                   | Private Property                  | \$ 148,220.0                |       | 15,100.00     | -     | 163,320.00  | Ś   | 114.32    |
| 35192.0507               | 2 | 18 | GVD COMMERCIAL PROPERTIES INC  | 901 W Sprague Ave                | Private Property                  | \$ 259,250.0                |       | 605,700.00    |       | 864,950.00  | Ś   | 951.45    |
| 35192.0508               | 2 | 18 | WESTERN UNITED LIFE ASSURANCE  | 902 W 1st Ave                    | Private Property                  | \$ 213,500.0                |       | 787,200.00    |       | .000,700.00 | Ś   | 1,100.77  |
| 35192.0509               | 2 | 18 | WESTERN UNITED LIFE ASSURANCE  | 929 W Sprague Ave                | Private Property                  | \$ 945,500.0                | _     | 4,001,900.00  |       | 947,400.00  | Ś   | 5,442.14  |
| 35192.0708               | 2 | 37 | WASHINGTON TRUST BANK          | 717 W Sprague Ave                | Private Property                  | \$ 1,694,700.0              |       | 16,942,800.00 |       | 637,500.00  | Ś   | 20,501.25 |
| 35192.0803               | 2 | 38 | PYROTEK INC                    | 705 W 1st Ave                    | Private Property                  | \$ 613,510.0                |       | 3,870,800.00  |       | 484,310.00  | \$  | 4,932.74  |
| 35192.0903               | 2 | 31 | SPS INN LP                     | 817 W 1st Ave                    | Private Property                  | \$ 295,670.0                |       | 10,400.00     |       | 306,070.00  | \$  | 336.68    |
| 35192.1001               | 2 | 19 | BARNETT PROPERTIES, INC.       | 927 W 1st Ave                    | Private Property                  | \$ 159,240.0                | _     | 8,200.00      |       | 167,440.00  | \$  | 184.18    |
| 35192.1002               | 2 | 19 | BARNETT PROPERTIES, INC.       | 923 W 1st Ave                    | Private Property                  | \$ 159,220.0                |       | 21,100.00     | -     | 180,320.00  | \$  | 198.35    |
| 35192.1003               | 2 | 19 | BARNETT PROPERTIES INC         | 917 W 1st Ave                    | Private Property                  | \$ 159,200.0                | _     | 202,200.00    |       | 361,400.00  | \$  | 397.54    |
| 35192.1004               | 2 | 19 | BARNETT PROPERTIES, INC        | 911 W 1st Ave                    | Private Property                  | \$ 159,180.0                |       | 219,100.00    |       | 378,280.00  | \$  | 416.11    |
| 35192.1005               | 2 | 19 | GVD COMMERCIAL PROPERTIES, INC | 909 W 1st Ave                    | Private Property                  | \$ 98,990.0                 |       | 648,500.00    |       | 747,490.00  | Ś   | 822.24    |
| 35192.1101               | 2 | 9  | NEW MADISON LLC                | 1021 W 1st Ave                   | Private Property                  | \$ 237,230.0                |       | 3,329,700.00  | -     | 566,930.00  | Ś   | 3,923.62  |
| 35192.1101               | 2 | 9  | GVD PARTNERS LP                | 1017 W 1st Ave                   | Private Property                  | \$ 79,700.0                 |       | 589,700.00    |       | 669,400.00  | \$  | 736.34    |
| 35192.1102               | 2 | 9  | GVD PARTNERS LP                | 1011 W 1st Ave                   | Private Property                  | \$ 118,570.0                | - 4   | 630,500.00    | 1     | 749,070.00  | 1 : | 823.98    |
| 35192.1201               | 3 | 78 | YELLOW DOOR PROPERTIES LLC     | 115 S Jefferson St               | Private Property                  | \$ 99,280.0                 |       | 622,400.00    |       | 721,680.00  |     | 505.18    |
| 35192.1201               | 3 | 78 | YELLOW DOOR PROPERTIES LLC     | 1121 W 1st Ave                   | Private Property                  | \$ 99,270.0                 |       |               |       | 436,270.00  |     | 305.39    |
| 35192.1202               | 3 |    | 110 S MADISON REALTY LLC       | 110 S Madison St                 | Private Property                  | \$ 237,370.0                |       |               |       | 300,170.00  |     | 910.12    |
| 35192.1301               | 3 | 81 | 1229 W 1ST AVE SPOKANE LLC     | 1229 W 1st Ave                   | Private Property Private Property | \$ 237,370.0                |       | 231,900.00    |       | 331,310.00  |     | 231.92    |
| 35192.1301               | 3 | 81 | MIKALSON, JOFREDA H            | 1223 W 1st Ave                   | Private Property                  | \$ 99,400.0                 |       | 3,200.00      |       | 102,600.00  |     | 110.00    |
| 35192.1302               |   | 81 | MIKALSON, JOFREDA H            |                                  |                                   | \$ 99,390.0                 |       | •             | -     | 432,190.00  | -   |           |
| 35192.1303<br>35192.1401 | 3 | 83 | ELDRIDGE BUILDING LLC          | 1217 W 1st Ave                   | Private Property                  |                             |       | 785,100.00    |       | 984,150.00  |     | 302.53    |
| 35192.1401               | 3 |    | ELDRIDGE BUILDING LLC          | 1319 W 1st Ave<br>1313 W 1st Ave | Private Property Private Property | \$ 199,050.0<br>\$ 99,500.0 |       | 6,600.00      |       | 106,100.00  |     | 688.91    |
| 33134.1402               | 3 | 03 | LEDNING LEC                    | •                                | Page 4                            | ا.000,66                    | υĮÞ   | 0,000.00      | ۲     | 100,100.00  | ۲   | 110.00    |



|                          |   |    | lan, an anna 110                   | 1.00                                       |                                 | La     |               | د ا |                               |               |     |                             |
|--------------------------|---|----|------------------------------------|--|---------------------------------|--------|---------------|-----|-------------------------------|---------------|-----|-----------------------------|
| 35192.1403               | 3 | 83 | CGL PROPERTIES LLC                 | 1307 W 1st Ave                             | Private Property                | \$     | 198,950.00    |     | 1,010,500.00                  | \$ 1,209,450  |     | \$ 846.62                   |
| 35183.0021               | 3 | 22 | FALLS LLC                          | 829 W Broadway Ave                         | Private Property                | \$     | 2,747,560.00  |     |                               | \$ 2,849,560  |     | \$ 1,994.69                 |
| 35183.1014               | 2 | 7  | COWLES REAL ESTATE COMPANY         | 1023 W Riverside Ave                       | Private Property                | \$     | 492,750.00    |     |                               | \$ 2,115,350  |     | \$ 2,326.89                 |
| 35183.1106               | 3 | 76 | LOURDES CDL CATH                   | 15 N. Madison St.                          | Exempt                          | \$     | 67,000.00     | \$  | ·                             | \$ 460,700    |     | \$ -                        |
| 35183.2207               | 3 | 6  | MH2C, LLC                          | 1225 W Main Ave                            | Private Property                | \$     | •             | \$  | •                             | \$ 50,000     |     | \$ 110.00                   |
| 35183.2208               | 3 | 6  | MH2C, LLC                          | 1229 W Main Ave                            | Private Property                | \$     | 11,000.00     | \$  | 39,000.00                     | \$ 50,000     |     | \$ 110.00                   |
| 35183.2209               | 3 | 6  | MH2C, LLC                          | 1227 W Main Ave                            | Private Property                | \$     | 12,800.00     | \$  | 45,300.00                     | \$ 58,100     |     |                             |
| 35183.2210               | 3 | 6  | MH2C, LLC                          | 1213 W Main Ave                            | Private Property                | \$     | 24,700.00     | \$  | 87,700.00                     | \$ 112,400    |     | \$ 110.00                   |
| 35183.2211               | 3 | 6  | MH2C, LLC                          | 1223 W Main Ave                            | Private Property                | \$     | 29,300.00     | \$  | 104,000.00                    | \$ 133,300    |     | \$ 110.00                   |
| 35183.2212               | 3 | 6  | MH2C, LLC                          | 1209 W Main Ave                            | Private Property                | \$     | 47,600.00     | \$  | 169,000.00                    | \$ 216,600    |     | \$ 151.62                   |
| 35183.2222               | 3 | 6  | MH2C, LLC                          | 1212 W Riverside Ave                       | Private Property                | \$     | 52,500.00     | \$  | 186,300.00                    | \$ 238,800    | .00 | \$ 167.16                   |
| 35183.2223               | 3 | 6  | MH2C LLC                           | 1208 W Riverside Ave                       | Private Property                | \$     | 78,000.00     | \$  | 75,000.00                     | \$ 153,000    | .00 | \$ 110.00                   |
| 35183.2229               | 3 | 6  | MH2C INVESTMENTS, LLC              | 1110 W Riverside Ave                       | Private Property                | \$     | 429,810.00    | \$  | 642,400.00                    | \$ 1,072,210  | .00 | \$ 750.55                   |
| 35183.2233               | 3 | 6  | MH2C, LLC                          | 1220 W Riverside Ave                       | Private Property                | \$     | 43,970.00     | \$  | 2,700.00                      | \$ 46,670     | .00 | \$ 110.00                   |
| 35184.0069               | 3 | 22 | CITY OF SPOKANE                    | 507 N Howard St                            | Public Parks                    | \$     | 1,388,400.00  | \$  | -                             | \$ 1,388,400  | .00 | \$ 123.00                   |
| 35192.1304               | 3 | 81 | TI INV LLC                         | 1209 W 1st Ave                             | Private Property                | \$     | 198,720.00    | \$  | 531,200.00                    | \$ 729,920    | .00 | \$ 510.94                   |
| 35191.7001               | 2 | 49 | RIDPATH CLUB APARTMENTS LLC        | 502 W 1st Ave, #unit 1                     | Private Property                | \$     | 18,100.00     | \$  | 78,000.00                     | \$ 96,100     | .00 | \$ 110.00                   |
| 35183.0065               | 3 | 22 | CITY OF SPOKANE                    | 730 N Post St                              | Public Parks                    | \$     | 162,600.00    | \$  | -                             | \$ 162,600    | .00 | \$ 110.00                   |
| 35183.1422               | 4 | 13 | CITY OF SPOKANE                    | 514 N Monroe St                            | Government                      | \$     | 47,250.00     | \$  | -                             | \$ 47,250     | .00 | \$ 110.00                   |
| 35183.1423               | 4 | 13 | CITY OF SPOKANE                    | 504 N Monroe St                            | Government                      | \$     | 67,500.00     | \$  | -                             | \$ 67,500     | .00 | \$ 110.00                   |
| 35183.1434               | 4 | 13 | CITY OF SPOKANE                    | 517 N Lincoln St                           | Government                      | \$     | 337,500.00    | \$  | -                             | \$ 337,500    | .00 | \$ 110.00                   |
| 35183.1435               | 4 | 13 | CITY OF SPOKANE                    | 521 N Lincoln St                           | Government                      | \$     | 6,750.00      | \$  | -                             | \$ 6,750      | .00 | \$ 110.00                   |
| 35183.1437               | 4 | 13 | CITY OF SPOKANE                    | 519 N Lincoln St                           | Public Parks                    | \$     | 94,500.00     | \$  | -                             | \$ 94,500     | .00 | \$ 110.00                   |
| 35184.0065               | 3 | 24 | CITY OF SPOKANE                    | Address Unknown                            | Government                      | \$     | 2,011,420.00  | \$  | -                             | \$ 2,011,420  |     | \$ 1,206.85                 |
| 35192.0107               | 3 | 82 | CITY OF SPOKANE                    | 10 S Adams St                              | Private Property                | \$     | 472,750.00    | \$  | _                             | \$ 472,750    |     | \$ 330.93                   |
| 35192.1209               | 3 | 78 | DANTECH LLC                        | 1111 W 1st Ave                             | Private Property                | Ś      | 153,000.00    | \$  | 1,589,400.00                  | \$ 1,742,400  |     | \$ 1,219.68                 |
| 35192.1210               | 3 | 78 | 110 S MADISON REALTY LLC           | 1118 W Railroad Ave                        | Private Property                | \$     |               |     | 1,300.00                      | \$ 55,730     |     | \$ 110.00                   |
| 35192.5336               | 2 | 38 | 124 S WALL STREET PARTNERS LLC     | 124 S Wall St                              | Private Property                | Ś      | 179,710.00    | \$  | 491,800.00                    | \$ 671,510    |     | \$ 738.66                   |
| 35184.2620               | 2 | 43 | 601 W RIVERSIDE LLC                | 601 W Riverside Ave                        | Private Property                | Ś      | 3,069,100.00  | \$  | 35,749,200.00                 | \$ 38,818,300 |     | \$ 42,700.13                |
| 35191.1907               | 2 | 44 | HOWSER, MARTIN/KENNETH             | 607 W Sprague Ave                          | Private Property                | \$     | 221,180.00    | \$  | -                             | \$ 221,180    |     | \$ 243.30                   |
| 35183.0407               | 1 | 34 | SCOT DAVID L.L.C.                  | 718 W Riverside Ave                        | Private Property                | \$     | 535,730.00    | \$  | 1,121,700.00                  | \$ 1,657,430  |     | \$ 1,823.17                 |
| 35184.0407               | 3 | 22 | SPOKANE PUBLIC FACILITIES DISTRICT | Address Unknown                            | Public Facilities Dist          | Ś      | 287,660.00    | \$  | -                             | \$ 287,660    |     | \$ 110.00                   |
| 35185.0077               | 4 | 22 | CITY OF SPOKANE                    | 809 N Washington St                        | Public Parks                    | \$     | 1,545,600.00  | \$  | 187,100.00                    | \$ 1,732,700  |     | \$ 645.00                   |
| 35185.4927               | 3 | 22 | MORCA INVESTMENTS CO               | 621 W Mallon Ave, #102                     | Private Property                | \$     | -             | Ś   | 52,200.00                     | \$ 52,200     |     | \$ 110.00                   |
| 35183.0321               | 1 | 26 | RIVER PARK SQUARE LLC              | 808 W Main Ave                             | Private Property                | \$     |               | \$  | 31,365,000.00                 | \$ 31,365,000 |     | \$ 34,501.50                |
| 35183.0324               | 1 | 26 | RIVER PARK SQUARE, LLC             | 808 W Main Ave                             | Private Property                | Š      | 10,378,370.00 | \$  | 31,303,000.00                 | \$ 10,378,370 |     | \$ 11,416.21                |
| 35183.0325               | 1 | 26 | RIVER PARK SQUARE LLC              | 706 W Main Ave                             | Private Property                | \$     | 324,550.00    | \$  | 1,070,000.00                  | \$ 1,394,550  |     | \$ 1,534.01                 |
| 35183.0508               | 2 | 36 | SPOKANE TRANSIT AUTHORITY          | 9 N Wall St Sta Plaza                      | Government                      | Ś      | 2,362,290.00  | \$  |                               | \$ 11,608,290 |     | \$ 9,286.63                 |
| 35183.0308               | 3 | 79 | DOTY, MICHAEL / JONES, VALERIE     | 1219 W Riverside Ave                       | Residential                     | \$     | 37,590.00     | \$  |                               | \$ 1,000,790  |     | \$ 215.00                   |
| 35183.0092               | 3 | 6  | SPOKANE CLUB                       | 1002 W Main Ave                            |                                 | \$     | 1,007,060.00  | \$  | 1,747,800.00                  | \$ 2,754,860  |     | \$ 1,928.40                 |
| 35183.1212               | 3 | 79 | SHEA, GARRY T                      | 1221 W Riverside Ave                       | Private Property<br>Residential | \$     | 37,590.00     |     | ·                             | \$ 550,290    |     | \$ 215.00                   |
| 35183.1212               | 3 | 79 | ANDERSON, RONALD                   | 1223 W Riverside Ave                       | Residential                     | Ś      | 37,590.00     | \$  | 780,700.00                    | \$ 818,290    |     | \$ 215.00                   |
|                          | 3 | 24 | RIVEREDGE LLC                      |  |                                 | د<br>د |               | \$  |                               | \$ 2,794,400  |     |                             |
| 35184.0091<br>35183.0320 | 1 | 26 | RIVERPARK SQUARE LLC               | 101 W North River Dr                       | Private Property                | \$     | 1,006,000.00  | \$  | 1,788,400.00<br>10,261,500.00 | \$ 10,261,500 |     | \$ 1,956.08<br>\$ 11,287.65 |
|                          | 3 | 79 | FLEMING, KARL N & SUZANNE W        | 777 W Main Ave Rps<br>1225 W Riverside Ave | Private Property Residential    | \$     | 27 500 00     | \$  |                               |               |     | \$ 11,287.03                |
| 35183.1214               | _ |    | •                                  |  |                                 | ې<br>د | 37,590.00     |     | 661,600.00                    | \$ 699,190    |     |                             |
| 35183.0095               | 3 | 13 | SCHMELZER, ALLEN D & JERI ANN      | 609 N Monroe St                            | Private Property                | Ş      | 140,760.00    | \$  | -                             | \$ 140,760    |     | \$ 110.00                   |
| 35184.0920               | 3 | 69 | 221 WEST MAIN OFFICE BUILDING LLC  | 221 W Main Ave                             | Private Property                | \$     | 239,630.00    | \$  | 353,500.00                    | \$ 593,130    |     | \$ 415.19                   |
| 35184.0921               | 3 | 69 | WEST MAIN OFFICE BUILDING LLC      | 225 W Main Ave                             | Private Property                | \$     | 239,630.00    |     | 353,500.00                    |               |     |                             |
| 35184.0919               | 3 | 71 | LI, GANG/SHAO, JIN                 | 224 W Riverside Ave                        | Private Property                | \$     | 319,500.00    |     | 577,100.00                    |               |     |                             |
| 35191.5511               | 2 |    | EVERGREEN PARKING & WAREHOUSE LLC  | 119 S Stevens St                           | Private Property                | \$     | 273,490.00    |     | 647,700.00                    |               |     | \$ 1,013.31                 |
| 35192.0205               | 3 | 80 | KHQ INC                            | 1201 W Sprague Ave                         | Private Property                | \$     |               | \$  | , ,                           | \$ 4,951,100  |     | \$ 3,465.77                 |
| 35184.0629               | 3 | 66 | SPOPRO LLC                         | 245 W Spokane Falls Blvd                   | Private Property                | \$     | 271,150.00    |     | 527,700.00                    |               |     |                             |
| 35192.5327               | 3 |    | PACIFIC PAK                        | 124 S Jefferson St                         | Private Property                | \$     | 39,880.00     |     | 75,400.00                     |               |     | •                           |
| 35192.5328               | 3 | 81 | PACIFIC PAK INC                    | 1204 W Railroad Ave                        | Private Property                | \$     | 39,880.00     |     | 55,500.00                     |               |     |                             |
| 35192.5329               | 3 |    | PACIFIC PAK INC                    | 124 S Jefferson St                         | Private Property                | \$     | 39,880.00     |     | 58,200.00                     |               |     | •                           |
| 35192.5335               | 3 | 83 | CGL PROPERTIES LLC                 | 116 S Adams St                             | Private Property                | \$     | 112,010.00    | \$  | 28,800.00                     | \$ 140,810    | .00 | \$ 110.00                   |
|                          |   |    |                                    | Page 5                                     |                                 |        |               |     |                               |               |     |                             |



| 35192.0206                             | 3 | 81       | COWLES PUBLISHING CO                     | 1201 W Sprague Ave   | Private Property | \$ 592,880.00                         | \$ -                                    | \$ 592,880.00                    | \$     | 415.02   |
|--|---|----------|--|--|------------------|---------------------------------------|---|----------------------------------|--------|----------|
| 35184.0630                             | 3 | 66       | FRUCI FAMILY, LLC                        | 259 W Spokane Falls Blvd   | Private Property | \$ 361,500.00                         | \$ 820,900.00                           | \$ 1,182,400.00                  | \$     | 827.68   |
| 35184.0631                             | 3 | 66       | WESTERN MINE SERVICES, INC               | 223 N Brown St   | Private Property | \$ 397,570.00                         | \$ 487,400.00                           |                                  | \$     | 619.48   |
| 35184.0632                             | 3 | 66       | WESTERN MINE SERVICES, INC               | 216 W Main Ave   | Private Property | \$ 479,250.00                         | \$ 29,500.00                            | ' '                              | Ś      | 356.13   |
| 35192.5322                             | 2 | 19       | CHANDLER, ROBERT K. & ANNA O.            | 118 S Lincoln St   | Private Property | \$ 75,020.00                          | \$ 160,200.00                           | \$ 235,220.00                    | ς .    | 258.74   |
| 35192.5323                             | 2 | 19       | VIC B. LINDEN                            | 122 S Lincoln St   | Private Property | \$ 35,780.00                          | \$ 58,100.00                            | \$ 93,880.00                     | \$     | 110.00   |
| 35192.5323                             | 2 | 31       | STEAM PLANT SQUARE                       | 126 S Post St  | Private Property | \$ 203,300.00                         | \$ 13,400.00                            | \$ 216,700.00                    | ¢      | 238.37   |
| 35192.5330                             | 2 | 31       | STEAM PLANT SQUARE                       | 121 S Lincoln St   | Private Property | \$ 203,870.00                         | \$ 13,400.00                            | \$ 217,270.00                    | \$     | 239.00   |
|  | 2 | 19       |  |  |                  |                                       |   |                                  | \$     |          |
| 35192.5324                             |   | 22       | 121 MONROE LLC                           | 121 S Monroe St  | Private Property | \$ 463,670.00<br>\$ 987,650.00        | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | \$ 492,970.00<br>\$ 4.361,750.00 | т      | 542.27   |
| 35185.4928                             | 3 |          | MORCA INVESTMENTS CO                     | 621 W Mallon Ave, #unit 234  | Private Property | · · · · · · · · · · · · · · · · · · · | \$ 3,374,100.00                         | 7 .,,                            |        | 3,053.23 |
| 35183.0615                             | 2 | 29       | RIVERSIDE AND POST LLC                   | 801 W Riverside Ave  | Private Property | \$ 1,357,800.00                       | \$ 2,766,100.00                         | \$ 4,123,900.00                  |        | 4,536.29 |
| 35183.2235                             | 3 | 6        | WARRENS WORLD LLC                        | 112 N Wright St  | Private Property | \$ 25,990.00                          | \$ -                                    | \$ 25,990.00                     | \$     | 110.00   |
| 35183.2241                             | 3 | 6        | WARRENS WORLD LLC                        | 124 N Wright St  | Private Property | \$ 159,740.00                         | \$ -                                    | \$ 159,740.00                    | \$     | 111.82   |
| 35183.2243                             | 3 | 6        | WARRENS WORLD LLC                        | 0 Unknown  | Private Property | \$ 126,000.00                         | Ş -                                     | \$ 126,000.00                    | \$     | 110.00   |
| 35183.2225                             | 3 | 6        | WARRENS WORLD LLC                        | 1301 W Main Ave  | Private Property | \$ 41,250.00                          | Ş -                                     | \$ 41,250.00                     | \$     | 110.00   |
| 35183.2224                             | 3 | 6        | MH2C, LLC                                | Unknown  | Private Property | \$ 39,600.00                          | \$ 132,000.00                           | \$ 171,600.00                    | \$     | 120.12   |
| 35184.0025                             | 3 | 24       | CENTENNIAL LLC                           | 201 W North River Dr   | Private Property | \$ 786,560.00                         | \$ 28,800.00                            | \$ 815,360.00                    | \$     | 570.75   |
| 35191.0014                             | 2 | 56       | BNSF RAILROAD                            | Unknown  | Private Property | \$ 1,603,540.00                       | \$ -                                    | \$ 1,603,540.00                  | \$ 1   | 1,763.89 |
| 35181.0032                             | 4 | 22       | CITY OF SPOKANE                          | 832 N Howard St  | Public Parks     | \$ 1,264,860.00                       | \$ -                                    | \$ 1,264,860.00                  | \$     | 396.00   |
| 35181.4406                             | 4 | 22       | CITY OF SPOKANE                          | 507 W Cataldo Ave  | Public Parks     | \$ 272,250.00                         | \$ 2,600.00                             | \$ 274,850.00                    | \$     | 110.00   |
| 35191.0012                             | 2 | 56       | DIAMOND PARK INC                         | 331 W 1st Ave  | Private Property | \$ 420,260.00                         | \$ 60,000.00                            | \$ 480,260.00                    | \$     | 528.29   |
| 35192.5337                             | 3 | 83       | ELDRIDGE BUILDING LLC                    | 121 S Cedar St   | Private Property | \$ 76,130.00                          | \$ 5,700.00                             | \$ 81,830.00                     | \$     | 110.00   |
| 35192.5333                             | 3 | 78       | BARTON PROPERTIES, LLC                   | 119 S Jefferson St   | Private Property | \$ 264,500.00                         | \$ 449,300.00                           | \$ 713,800.00                    | \$     | 499.66   |
| 35191.0015                             | 2 | 56       | CITY OF SPOKANE                          | 221 W 1st Ave  | Government       | \$ 1,584,730.00                       | \$ -                                    | \$ 1,584,730.00                  | \$ 1   | 1,267.78 |
| 35191.0016                             | 2 | 56       | CITY OF SPOKANE                          | 221 W 1st Ave  | Government       | \$ -                                  | \$ 1,618,700.00                         | \$ 1,618,700.00                  | \$ 1   | 1,294.96 |
| 35192.5338                             | 3 | 80       | HERTEL, STEPHEN / DOYLE, DEE             | 1221 W Railroad Alley, #unit 1 Blue Chip Loft  | Residential      | \$ 8,160.00                           | \$ 311,300.00                           | \$ 319,460.00                    | Ś      | 127.78   |
| 35192.5339                             | 3 | 80       | DARRIN T. BLUME                          | 1221 W Railroad Alley, #unit 2 Blue Chip Loft  | Residential      | \$ 8,160.00                           | \$ 214,500.00                           |                                  | \$     | 110.00   |
| 35192.5340                             | 3 | 80       | TOBBY W. HATLEY                          | 1221 W Railroad Alley, #unit 3 Blue Chip Loft  | Residential      | \$ 8,160.00                           | \$ 225,200.00                           |                                  | \$     | 110.00   |
| 35192.5341                             | 3 | 80       | ELLIGSEN, RICHARD & MICHELLE             | 1221 W Railroad Alley, #unit 4 Blue Chip Loft  | Residential      | \$ 8,160.00                           | \$ 506,000.00                           | \$ 514,160.00                    | \$     | 205.66   |
| 35192.5342                             | 3 | 80       | SKOINE, MARK & DEBRA                     | 1221 W Railroad Alley, #unit 5 Blue Chip Loft  | Residential      | \$ 8,160.00                           | \$ 271,600.00                           | \$ 279,760.00                    | Ś      | 111.90   |
| 35192.5343                             | 3 | 80       | CASSIDA, BRENDAN W                       | 1221 W Railroad Alley, #unit 6 Blue Chip Loft  | Residential      | \$ 8,160.00                           | \$ 219,700.00                           | \$ 227,860.00                    | ¢      | 110.00   |
| 35192.5344                             | 3 | 80       | MARY LYNN BOARDMAN                       | 1221 W Railroad Alley, #unit 7 Blue Chip Loft  | Residential      | \$ 8,160.00                           | \$ 170,200.00                           | \$ 178,360.00                    | \$     | 110.00   |
| 35192.5344                             | 3 | 80       | BRADLEY WATERBURY                        | 1221 W Railroad Alley, #unit 7 Blue Chip Loft  1221 W Railroad Alley, #unit 8 Blue Chip Loft | Residential      | \$ 8,160.00                           | \$ 170,200.00                           | \$ 284,860.00                    | ې<br>د | 113.94   |
|  |   | 80       | NGS TRUST                                |  |                  |                                       |   |                                  | \$     |          |
| 35192.5346                             | 3 |          |  | 1221 W Railroad Alley, #unit 9 Blue Chip Loft  | Residential      | \$ 8,160.00                           |   | \$ 393,760.00                    | \$     | 157.50   |
| 35192.5347                             | 3 | 80       | LISK LIVING TRUST                        | 1221 W Railroad Alley, #unit 10 Blue Chip Loft   | Residential      | \$ 8,160.00                           | \$ 547,300.00                           | \$ 555,460.00                    | т.     | 215.00   |
| 35192.5348                             | 3 | 80       | BRYAN & MICHELLE DEARDEN                 | 1221 W Railroad Alley, #unit 11 Blue Chip Loft   | Residential      | \$ 8,160.00                           | \$ 191,100.00                           | \$ 199,260.00                    | \$     | 110.00   |
| 35183.2234                             | 3 | 6        | RIVERFALLS TOWER DEVELOPMENT CO          | 1224 W Riverside Ave   | Private Property | \$ 87,550.00                          | \$ 9,898,600.00                         | \$ 9,986,150.00                  |        | 6,990.31 |
| 35183.1215                             | 3 | 79       | HAL R & VICKI M DIXON                    | 1209 W Riverside Ave   | Residential      | \$ 37,590.00                          | \$ 425,600.00                           | \$ 463,190.00                    | \$     | 185.28   |
| 35183.1216                             | 3 | 79       | JANS, DONALD & MARILYN                   | 1211 W Riverside Ave   | Residential      | \$ 37,590.00                          | \$ 347,700.00                           | 1,                               | \$     | 154.12   |
| 35185.0041                             | 3 | 25       | CITY OF SPOKANE                          | 610 W Spokane Falls Blvd   | Public Parks     | \$ 72,542,570.00                      | \$ 187,300.00                           | \$ 72,729,870.00                 |        | 6,405.00 |
| 35191.5523                             | 2 | 50       | WASHINGTON TRUST BANK                    | 124 S Stevens St Ridpath   | Private Property | \$ 250,730.00                         | \$ 12,500.00                            | \$ 263,230.00                    | \$     | 289.55   |
| 35192.5350                             | 2 | 9        | GVD PARTNERS LP                          | 121 S Madison St   | Private Property | \$ 65,370.00                          | \$ 9,800.00                             | \$ 75,170.00                     | \$     | 110.00   |
| 35192.5354                             | 2 | 9        | EVESHAM LLC                              | 122 S Monroe St Electric Building  | Private Property | \$ 82,120.00                          | \$ 619,900.00                           | \$ 702,020.00                    | \$     | 772.22   |
| 35184.2911                             | 3 | 62       | OWLSTONE LLC                             | 315 W Riverside Ave, #100 Morgan   | Residential      | \$ 47,150.00                          | \$ 530,500.00                           | \$ 577,650.00                    | \$     | 215.00   |
| 35184.2912                             | 3 | 62       | BDH MORGAN PARTNERS LLC                  | 315 W Riverside Ave, #200 Morgan   | Residential      | \$ 50,730.00                          | \$ 493,700.00                           | \$ 544,430.00                    | \$     | 215.00   |
| 35184.2913                             | 3 | 62       | 312 MORGAN BUILDING LLC                  | 315 W Riverside Ave, #2-312 Morgan   | Residential      | \$ 21,550.00                          | \$ 205,800.00                           | \$ 227,350.00                    | \$     | 110.00   |
| 35184.2914                             | 3 | 62       | HATTIE MAE LLC                           | 315 W Riverside Ave, #2-316 Morgan   | Residential      | \$ 10,580.00                          | \$ 126,100.00                           | \$ 136,680.00                    | \$     | 110.00   |
| 35184.2917                             | 3 | 62       | PIGOTT, JOHN & RENEE                     | 315 W Riverside Ave, #406 Morgan   | Residential      | \$ 13,580.00                          | \$ 237,100.00                           | \$ 250,680.00                    | \$     | 110.00   |
| 35184.2918                             | 3 | 62       | ENGSTROM, KARIN                          | 315 W Riverside Ave, #407 Morgan   | Residential      | \$ 10,600.00                          |   | \$ 267,100.00                    | \$     | 110.00   |
| 35184.2919                             | 3 | 62       | BARBARA J HINZMAN                        | 315 W Riverside Ave, #501 Morgan   | Residential      | \$ 10,300.00                          | \$ 173,800.00                           | \$ 184,100.00                    | \$     | 110.00   |
| 35184.2920                             | 3 | 62       | OVERYBAY, SHANNON R DARRELL M            | 315 W Riverside Ave, #502 Morgan   | Residential      | \$ 14,550.00                          | \$ 245,700.00                           |                                  | \$     | 110.00   |
| 35184.2921                             | 3 | 62       | KOESTER, JESSE R                         | 315 W Riverside Ave, #503 Morgan   | Residential      | \$ 11,880.00                          |   |                                  |        | 110.00   |
|  | 3 | 62       | NINE MILE INC                            | 315 W Riverside Ave, #504 Morgan   | Residential      |                                       |   |                                  |        | 110.00   |
| 35184,2922                             |   |          |  | -  | Residential      | \$ 10,200.00                          |   |                                  |        | 110.00   |
| 35184.2922<br>35184.2923               | 3 | 62       | TUAKS & KL LLL                           | 1315 W RIVERSIDE AVE. #505 MORPAN  |                  |                                       |   |                                  |        |          |
| 35184.2922<br>35184.2923<br>35184.2924 | 3 | 62<br>62 | OAKS & KC LLC<br>HEMINGWAY, LYLE & LINDA | 315 W Riverside Ave, #505 Morgan<br>315 W Riverside Ave, #506 Morgan                         | Residential      | \$ 14,780.00                          |   |                                  |        | 110.00   |



| 35184.2926 | 3 | 62 | BRUCE G & TAMA A JORDAN           | 315 W Riverside Ave, #601 Morgan              | Residential      | \$     | 18,750.00  | \$ | 349,100.00   | \$     | 367,850.00             | \$ | 147.14 |
|------------|---|----|-----------------------------------|---|------------------|--------|------------|----|--------------|--------|------------------------|----|--------|
| 35184.2927 | 3 | 62 | STOCKTON JR, STEPHEN              | 315 W Riverside Ave, #602 Morgan              | Residential      | \$     | 8,080.00   | \$ | 153,700.00   | Ś      | 161,780.00             |    | 110.00 |
| 35184.2928 | 3 | 62 | SALLY ANN MCNAIR                  | 315 W Riverside Ave, #603 Morgan              | Residential      | \$     |            | \$ |              | \$     | 197,600.00             |    | 110.00 |
| 35184.2929 | 3 | 62 | JONES LIVING TRUST                | 315 W Riverside Ave, #604 Morgan              | Residential      | \$     | 12,800.00  | \$ | 224,800.00   | \$     | 237,600.00             | \$ | 110.00 |
| 35184.2930 | 3 | 62 | KLAMPER, ERIC                     | 315 W Riverside Ave, #605 Morgan              | Residential      | \$     | 11,930.00  | \$ |              | \$     | 245,730.00             | \$ | 110.00 |
| 35184.2931 | 3 | 62 | LYLE R & KATHLEEN A WENDLING      | 315 W Riverside Ave, #606 Morgan              | Residential      | \$     | 12,230.00  | \$ | 215,000.00   | \$     | 227,230.00             | \$ | 110.00 |
| 35184.2932 | 3 | 62 | DANISH, DANIAL / DAHL, MICHELLE   | 315 W Riverside Ave, #607 Morgan              | Residential      | \$     | 10,830.00  | \$ | 190,000.00   | \$     | 200,830.00             | \$ | 110.00 |
| 35191.2310 | 2 | 56 | BULLOCK PROPERTY MANAGEMENT LLC   | 423 W 1st Ave, #100 Minnesota Bldg            | Residential      | \$     | 8,000.00   | \$ | 157,600.00   | \$     | 165,600.00             | \$ | 110.00 |
| 35191.2311 | 2 | 56 | EPIC PROPERTIES LLC               | 423 W 1st Ave, #110 Minnesota Bldg            | Residential      | \$     | 18,800.00  | \$ | 160,200.00   | ċ      | 179,000.00             | \$ | 110.00 |
| 35191.2311 | 2 | 56 | MOUND HARDWARE                    | 423 W 1st Ave, #110 Minnesota Bldg            | Residential      | \$     | 6,000.00   | \$ | 48,500.00    | \$     | 54,500.00              | \$ | 110.00 |
| 35191.2312 | 2 | 56 | MOUND HARDWARE                    | 423 W 1st Ave, #210 Minnesota Bldg            | Residential      | \$     | 12,400.00  | \$ | 98,500.00    | ر<br>د | 110,900.00             | \$ | 110.00 |
| 35191.2313 | 2 | 56 | MOUND HARDWARE                    | 423 W 1st Ave, #220 Minnesota Bldg            | Residential      | \$     | 5,900.00   | \$ | 46,400.00    | \$     | 52,300.00              | \$ | 110.00 |
| 35191.2314 | 2 | 56 | MOUND HARDWARE                    | 423 W 1st Ave, #250 Milliesota Bldg           |                  | \$     | 10,500.00  | \$ |              | \$     |                        | \$ | 110.00 |
|            |   |    | DAVIES. APRIL                     |   | Residential      | \$     |            | \$ | 83,500.00    |        | 94,000.00              | \$ |        |
| 35191.2316 | 2 | 56 | /                                 | 423 W 1st Ave, #b1 Minnesota Bldg             | Residential      |        | 10,200.00  |    | 24,800.00    | \$     | 35,000.00<br>35,000.00 |    | 110.00 |
| 35191.2317 | 2 | 56 | DAVIES, APRIL                     | 423 W 1st Ave, #b2 Minnesota Bldg             | Residential      | \$     | 10,000.00  | \$ | ,            | \$     | •                      |    | 110.00 |
| 35191.2318 | 2 | 56 | 417 W FIRST LLC                   | 417 W 1st Ave, #1a Minnesota Bldg             | Residential      | \$     | 14,100.00  | \$ | 124,400.00   | \$     | 138,500.00             | \$ | 110.00 |
| 35191.2319 | 2 | 56 | ADORBEHI, FARHAD & CHARITY        | 417 W 1st Ave, #1b Minnesota Bldg             | Residential      | \$     | 15,000.00  | \$ | 197,500.00   | \$     | 212,500.00             | \$ | 127.50 |
| 35191.2320 | 2 | 56 | REYKDAL, ZACHARY V                | 417 W 1st Ave, #1c Minnesota Bldg             | Residential      | \$     | 6,800.00   | \$ | 233,400.00   | \$     | 240,200.00             | \$ | 144.12 |
| 35191.2321 | 2 | 56 | OLSON, CHRISTOPHER                | 417 W 1st Ave, #1d Minnesota Bldg             | Residential      | \$     | 8,100.00   | \$ | 190,200.00   | \$     | 198,300.00             | \$ | 118.98 |
| 35191.2322 | 2 | 56 | 417 W FIRST LLC                   | 417 W 1st Ave, #250 Minnesota Bldg            | Residential      | \$     | 20,000.00  | \$ | 167,500.00   | \$     | 187,500.00             | \$ | 112.50 |
| 35191.2323 | 2 | 56 | MOUND HARDWARE                    | 417 W 1st Ave, #2a Minnesota Bldg             | Residential      | \$     | 10,100.00  | \$ | 81,200.00    | \$     | 91,300.00              | \$ | 110.00 |
| 35191.2324 | 2 | 56 | MOUND HARDWARE                    | 417 W 1st Ave, #2b Minnesota Bldg             | Residential      | \$     | 7,000.00   | \$ | 55,700.00    | \$     | 62,700.00              | \$ | 110.00 |
| 35191.2325 | 2 | 56 | ATCHISON, RON & JANET             | 417 W 1st Ave, #3a Minnesota Bldg             | Residential      | \$     | 6,800.00   | \$ | 143,200.00   | \$     | 150,000.00             | \$ | 110.00 |
| 35191.2326 | 2 | 56 | MOUND HARDWARE                    | 417 W 1st Ave, #3b Minnesota Bldg             | Residential      | \$     | 7,600.00   | \$ |              | \$     | 67,700.00              | \$ | 110.00 |
| 35191.2327 | 2 | 56 | PETERSON, PETER                   | 417 W 1st Ave, #3c Minnesota Bldg             | Residential      | \$     | 9,400.00   | \$ | 166,100.00   | \$     | 175,500.00             | \$ | 110.00 |
| 35191.2328 | 2 | 56 | MOUND HARDWARE                    | 417 W 1st Ave, #3d Minnesota Bldg             | Residential      | \$     | 8,300.00   | \$ | 66,600.00    | \$     | 74,900.00              | \$ | 110.00 |
| 35191.2329 | 2 | 56 | MOUND HARDWARE                    | 417 W 1st Ave, #3e Minnesota Bldg             | Residential      | \$     | 8,000.00   | \$ | 63,700.00    | \$     | 71,700.00              | \$ | 110.00 |
| 35192.5901 | 3 | 79 | KOLVA, HARRY & PATRICIA           | 115 S Adams St, #201 Adams Street Lofts       | Residential      | \$     | 11,370.00  | \$ | 252,000.00   | \$     | 263,370.00             | \$ | 110.00 |
| 35192.5902 | 3 | 79 | KOLVA-SULLIVAN LLC                | 115 S Adams St, #202 Adams Street Lofts       | Residential      | \$     | 11,370.00  | \$ | 106,100.00   | \$     |                        | \$ | 110.00 |
| 35192.5903 | 3 | 79 | BETSINGER, TANNER & ALISON        | 115 S Adams St, #203 Adams Street Lofts       | Residential      | \$     | 11,370.00  | \$ | 373,100.00   | \$     | 384,470.00             | \$ | 153.79 |
| 35192.5904 | 3 | 79 | KOLVA-SULLIVAN LLC                | 115 S Adams St, #204 Adams Street Lofts       | Residential      | \$     | 11,370.00  | \$ | 154,100.00   | \$     | 165,470.00             | \$ | 110.00 |
| 35192.5905 | 3 | 79 | ARCHIE BRAY FOUNDATION            | 115 S Adams St, #5 Adams Street Lofts         | Residential      | \$     | 11,370.00  | \$ | 118,500.00   | \$     | 129,870.00             | \$ | 110.00 |
| 35192.5906 | 3 | 79 | KOLVA-SULLIVAN LLC                | 115 S Adams St, #6 Adams Street Lofts         | Residential      | \$     | 11,370.00  | \$ | 92,300.00    | \$     | 103,670.00             | \$ | 110.00 |
| 35192.5907 | 3 | 79 | KOLVA-SULLIVAN LLC                | 115 S Adams St, #a Adams Street Lofts         | Residential      | \$     | 13,270.00  | \$ | 29,100.00    | \$     | 42,370.00              | \$ | 110.00 |
| 35192.5908 | 3 | 79 | KOLVA-SULLIVAN LLC                | 115 S Adams St, #b Adams Street Lofts         | Residential      | \$     | 13,270.00  | \$ | 38,400.00    | \$     | 51,670.00              | \$ | 110.00 |
| 35184.2936 | 3 | 62 | PAULSEN, LYNN                     | 315 W Riverside Ave, #303 Morgan Lofts        | Residential      | \$     | 12,430.00  | \$ | 216,400.00   | \$     | 228,830.00             | \$ | 110.00 |
| 35184.2943 | 3 | 62 | MURPHY FAMILY TRUST               | 315 W Riverside Ave, #403 Morgan Lofts        | Residential      | \$     | 12,080.00  | \$ | 210,000.00   | \$     | 222,080.00             | \$ | 110.00 |
| 35184.2945 | 3 | 62 | ROBERT M AHERN & PAULA J ROBINSON | 315 W Riverside Ave, #405 Morgan Lofts        | Residential      | \$     | 10,730.00  | \$ | 187,300.00   | \$     | 198,030.00             | \$ | 110.00 |
| 35184.2944 | 3 | 62 | LARRY & PATRICIA BISHOP           | 315 W Riverside Ave, #404 Morgan Lofts        | Residential      | \$     | 14,000.00  | \$ | 243,600.00   | \$     | 257,600.00             | \$ | 110.00 |
| 35184.2941 | 3 | 62 | JAMES W HARPER                    | 315 W Riverside Ave, #401 Morgan Lofts        | Residential      | \$     | 10,480.00  | \$ | 182,300.00   | \$     | 192,780.00             | \$ | 110.00 |
| 35184.2940 | 3 | 62 | RICHARD & SHARON PAULL            | 315 W Riverside Ave, #307 Morgan Lofts        | Residential      | \$     | 9,430.00   | \$ |              | \$     | 173,930.00             | \$ | 110.00 |
| 35184.2939 | 3 | 62 | TAPLIN FAMILY TRUST               | 315 W Riverside Ave, #306 Morgan Lofts        | Residential      | \$     | 14,250.00  | \$ | 258,900.00   | \$     | 273,150.00             | \$ | 110.00 |
| 35184.2934 | 3 | 62 | SANDERS, STEVE & MARY KAY         | 315 W Riverside Ave, #301 Morgan Lofts        | Residential      | \$     | 9,430.00   | \$ | 175,400.00   | \$     | 184,830.00             | \$ | 110.00 |
| 35184.2937 | 3 | 62 | LYNDA ZAPPONE                     | 315 W Riverside Ave, #304 Morgan Lofts        | Residential      | Ś      | 14,000.00  | \$ | 244,100.00   | Ś      | 258,100.00             | \$ | 110.00 |
| 35184.2938 | 3 | 62 | GINGRICH, JAMES                   | 315 W Riverside Ave, #305 Morgan Lofts        | Residential      | \$     | 10,430.00  | \$ | 189,100.00   | Ś      | 199,530.00             | \$ | 110.00 |
| 35184.2935 | 3 | 62 | MCKENZIE, THOMAS & SHANNON        | 315 W Riverside Ave, #302 Morgan Lofts        | Residential      | Ś      | 14,830.00  | \$ | 258,100.00   | Ś      | 272,930.00             | Ś  | 110.00 |
| 35184.2942 | 3 | 62 | HIRAI, JESSE                      | 315 W Riverside Ave, #402 Morgan Lofts        | Residential      | \$     | 14,780.00  | \$ | 257,300.00   | \$     | 272,080.00             | \$ | 110.00 |
| 35181.0042 | 3 | 22 | BUSINESS BUILDING LLC             | 607 W Mallon Ave                              | Private Property | Ś      | 248,640.00 |    | 237,300.00   | ς      | 248,640.00             |    | 174.05 |
| 35191.2005 | 2 | 49 | MADDY, MICHAEL R                  | 501 W Sprague Ave, #unit A Halliday Condo     | Residential      | \$     | 85,600.00  | Ś  | 7,500.00     | \$     | 93,100.00              |    | 110.00 |
| 35191.2006 | 2 | 49 | MADDY, MICHAEL                    | 501 W Sprague Ave, #unit A Halliday Condo     | Residential      | \$     | 104,100.00 |    | 9,000.00     |        | 113,100.00             |    | 110.00 |
| 35191.2007 | 2 | 49 | MADDY, MICHAEL                    | 501 W Sprague Ave, #unit B Halliday Condo     | Residential      | \$     | 104,100.00 |    | 9,200.00     | \$     | 114,700.00             |    | 110.00 |
| 35191.2007 | 2 | 49 | MADDY, MICHAEL                    | 501 W Sprague Ave, #unit C Halliday Condo     | Residential      | \$     | 84,600.00  |    | •            | \$     | 92,000.00              |    | 110.00 |
| 35191.2008 |   |    | ROSS, JACQUELINE                  |   |                  | ė      | 39,400.00  |    | 1,860,600.00 |        | 1,900,000.00           |    |        |
|            | 1 | 27 |                                   | 809 W Main Ave, #unit 315 W 809 Condos        | Residential      | Ş<br>c | 42,900.00  |    |              |        |                        | -  | 215.00 |
| 35183.2619 | 1 | 27 | JOHN & RITA SANTILLANES LLC       | 809 W Main Ave, #unit 314 W 809 Condos        | Residential      | \$     |            |    |              | \$     | 693,000.00             |    | 215.00 |
| 35183.2618 | 1 | 27 | JOHNSON, JACK                     | 809 W Main Ave, #unit 313 W 809 Condos        | Residential      | \$     | 45,100.00  |    | 648,900.00   |        | 694,000.00             |    | 215.00 |
| 35183.2617 | 1 | 27 | THOMAS JR, TED & NOREEN           | 809 W Main Ave, #unit 312 W 809 Condos Page 7 | Residential      | \$     | 45,300.00  | Ş  | 508,100.00   | Ş      | 553,400.00             | Þ  | 215.00 |



| 35183.2616 | 1 | 27 | WANG, LIHUA                            | 200 M Main Ava Hunit 211 M 200 Condos                   | Residential            | Ċ  | 20 100 00    | \$          | 406.100.00    | \$ 445,200.00    | ن ا د  | 215.00    |
|------------|---|----|--|---|------------------------|----|--------------|-------------|---------------|------------------|--------|-----------|
|            | 1 | 27 | •                                      | 809 W Main Ave, #unit 311 W 809 Condos                  |                        | \$ | 39,100.00    |             | ,             |                  |        |           |
| 35183.2615 | 1 | 27 | METTLACH, THOMAS / FLEGAL, THERESA     | 809 W Main Ave, #unit 310 W 809 Condos                  | Residential            | \$ | 29,800.00    | \$          | ,             | \$ 432,400.00    |        |           |
| 35183.2614 | 1 | 27 | KOEGEN, ROY                            | 809 W Main Ave, #unit 309 W 809 Condos                  | Residential            | \$ | 31,300.00    | \$          | 529,100.00    | \$ 560,400.00    |        |           |
| 35183.2613 | 1 | 27 | CAMERON, JIM & SUSAN                   | 809 W Main Ave, #308 W 809 Condos                       | Residential            | \$ | 34,100.00    | \$          | 515,400.00    | \$ 549,500.00    | _      |           |
| 35183.2612 | 1 | 27 | THOMAS, JEFFREY P & REGINA K           | 809 W Main Ave, #unit 307 W 809 Condos                  | Residential            | \$ | 23,400.00    | \$          | 504,600.00    | \$ 528,000.00    |        |           |
| 35183.2611 | 1 | 27 | REDMOND, PAUL & BARBARA                | 809 W Main Ave, #unit 305-6 W 809 Condos                | Residential            | \$ | 46,900.00    | \$          | 1,209,000.00  | \$ 1,255,900.00  | _      |           |
| 35183.2610 | 1 | 27 | SELECT CREDIT AND LEASING LLC          | 809 W Main Ave, #unit 304 W 809 Condos                  | Residential            | \$ | 34,500.00    | \$          | 611,500.00    | \$ 646,000.00    |        |           |
| 35183.2608 | 1 | 27 | PRUSSACK, CHARLES & SUSAN              | 809 W Main Ave, #unit 302 W 809 Condos                  | Residential            | \$ | 39,600.00    | \$          | 608,100.00    | \$ 647,700.00    | _      |           |
| 35183.2607 | 1 | 27 | NGS TRUST                              | 809 W Main Ave, #unit 301 W 809 Condos                  | Residential            | \$ | 41,300.00    | \$          | ,             | \$ 660,000.00    |        |           |
| 35183.2606 | 1 | 27 | KAVAKLI, SIMON & SUHA                  | 809 W Main Ave, #Unit 206 W 809 Condos                  | Residential            | \$ | 33,800.00    | \$          | 787,000.00    | \$ 820,800.00    | _      |           |
| 35183.2605 | 1 | 27 | LEE, JOHN & JANELLE L                  | 809 W Main Ave, #unit 205 W 809 Condos                  | Residential            | \$ | 37,700.00    | \$          | •             | \$ 700,100.00    |        |           |
| 35183.2604 | 1 | 27 | JEFFREY & TONI BRANNON                 | 809 W Main Ave, #unit 204 W 809 Condos                  | Residential            | \$ | 35,800.00    | \$          | 1,055,900.00  | \$ 1,091,700.00  | _      |           |
| 35183.2603 | 1 | 27 | TOMMY & LESLIE ROSSER                  | 809 W Main Ave, #unit 203 W 809 Condos                  | Residential            | \$ | 31,700.00    | \$          | 588,200.00    | \$ 619,900.00    |        |           |
| 35183.2602 | 1 | 27 | RAPACKI, CHRISTOPHER & STEPHANE        | 809 W Main Ave, #unit 202 W 809 Condos                  | Residential            | \$ | 33,700.00    | \$          | 711,100.00    | \$ 744,800.00    |        |           |
| 35183.2601 | 1 | 27 | RONALD & DEBORAH MICIAK                | 809 W Main Ave, #unit 201 W 809 Condos                  | Residential            | \$ | 32,600.00    | \$          | 774,300.00    | \$ 806,900.00    | -      | 215.00    |
| 35184.0001 | 3 | 22 | SPOKANE PUBLIC FACILITIES DISTRICT     | 334 W Spokane Falls Blvd                                | Public Facilities Dist | \$ | 9,087,960.00 | \$          | 26,084,700.00 | \$ 35,172,660.00 | ) \$   | 10,903.53 |
| 35184.2310 | 2 | 53 | BURLESON ROAD INVESTMENTS LLC          | 422 W Riverside Ave                                     | Private Property       | \$ | 712,900.00   | \$          | 16,796,500.00 | \$ 17,509,400.00 | ) \$   | 19,260.34 |
| 35184.0002 | 3 | 22 | SPOKANE PUBLIC FACILITIES DISTRICT     | Unknown   | Public Facilities Dist | \$ | 683,030.00   | \$          | -             | \$ 683,030.00    | ) \$   | 211.74    |
| 35184.3001 | 3 | 22 | SPOKANE PUBLIC FACILITIES DISTRICT     | Unknown   | Public Facilities Dist | \$ | 1,466,220.00 | \$          | 2,928,400.00  | \$ 4,394,620.00  | ) \$   | 1,362.33  |
| 35184.3002 | 3 | 22 | DR SPOKANE CITY CENTER LLC             | Unknown   | Public Facilities Dist | \$ | 1,466,220.00 | \$          | 2,956,000.00  | \$ 4,422,220.00  | ) \$   | 1,370.89  |
| 35184.3003 | 3 | 22 | SPOKANE PUBLIC FACILITIES DISTRICT     | 40 W Spokane Falls Blvd                                 | Public Facilities Dist | \$ | 1,466,250.00 | \$          | 56,198,500.00 | \$ 57,664,750.00 | ) \$   | 17,876.07 |
| 35185.4923 | 3 | 22 | MORCA INVESTMENTS CO                   | 621 W Mallon Ave, #unit 100 Flour Mill Condos           | Private Property       | \$ | 10,050.00    | \$          | 37,400.00     | \$ 47,450.00     | ) \$   | 110.00    |
| 35185.4901 | 3 | 22 | MORCA INVESTMENTS CO                   | 621 W Mallon Ave, #unit 101 Flour Mill Condos           | Private Property       | \$ | 111,180.00   | \$          | 426,000.00    | \$ 537,180.00    | ) \$   | 376.03    |
| 35185.4921 | 3 | 22 | FLOUR MILL BLDG CONDO ASSOC            | 621 W Mallon Ave, #unit 21 Flour Mill Condos            | Private Property       | \$ | -            | Ś           | ,             | \$ 27,800.00     |        |           |
| 35185.4924 | 3 | 22 | OFFICE SPACE LLC                       | 621 W Mallon Ave, #unit 501 Flour Mill Condos           | Private Property       | \$ | 3,890.00     | \$          | ·             | \$ 23,190.00     | _      |           |
| 35185.4925 | 3 | 22 | OFFICE SPACE LLC                       | 621 W Mallon Ave, #unit 502 Flour Mill Condos           | Private Property       | Ś  | 5,030.00     | \$          | 23,300.00     | \$ 28,330.00     |        |           |
| 35185.4908 | 3 | 22 | O'BRIEN, TIMOTHY & RANDI K             | 621 W Mallon Ave, #unit 503 Flour Mill Condos           | Private Property       | \$ | 9,050.00     | \$          | 37,200.00     | \$ 46,250.00     |        |           |
| 35185.4909 | 3 | 22 | LKG PROPERTIES                         | 621 W Mallon Ave, #unit 505 Flour Mill Condos           | Private Property       | \$ | 11,780.00    | \$          | 46,900.00     | \$ 58,680.00     | -      |           |
| 35182.4918 | 3 | 22 | WAYSON REVOCABLE LIVING TRUST          | 820 N Post St, #unit 306 Upper Falls Condos             | Residential            | \$ | 52,050.00    | \$          | 763,600.00    | \$ 815,650.00    | _      |           |
| 35185.4910 | 3 | 22 | MAYKEN SPOKANE LLC                     | 621 W Mallon Ave, #unit 507 Flour Mill Condos           | Private Property       | Ś  | 8,910.00     | Ś           | 36,800.00     | \$ 45,710.00     |        |           |
| 35183.4910 | 3 | 22 | CYRUS AND JANET VAUGHN                 | 820 N Post St, #unit 202 Upper Falls Condos             | Residential            | \$ | 104,650.00   | \$          | ·             | \$ 1,561,550.00  |        | 215.00    |
| 35182.4908 | 3 | 22 | WJL LLC                                | 621 W Mallon Ave, #unit 509 Flour Mill Condos           |                        | \$ | 52,430.00    | \$          | 157,000.00    | \$ 209,430.00    | т -    | 146.60    |
| 35185.4911 | 3 | 22 | MAYKEN SPOKANE LLC                     | 621 W Mallon Ave, #unit 509 Flour Mill Condos           | Private Property       | \$ | 10,340.00    | \$          | ·             | \$ 209,430.00    | _      |           |
|            | - |    |  | •   | Private Property       |    |              |             |               |                  |        |           |
| 35182.4919 | 3 | 22 | BLOOM, HELGA                           | 820 N Post St, #unit 401 Upper Falls Condos             | Residential            | \$ | 45,050.00    | \$          | 663,700.00    | \$ 708,750.00    | _      |           |
| 35185.4912 | - | 22 | MAYKEN SPOKANE LLC                     | 621 W Mallon Ave, #unit 515 Flour Mill Condos           | Private Property       | \$ | 12,650.00    | \$          | •             | \$ 60,250.00     |        |           |
| 35182.4924 | 3 | 22 | FRANK & ANITA HALBICH                  | 820 N Post St, #unit 406 Upper Falls Condos             | Residential            | \$ | 52,050.00    | \$          | 763,600.00    | \$ 815,650.00    |        |           |
| 35185.4913 | 3 | 22 | JACKSON, CASEY                         | 621 W Mallon Ave, #unit 600 Flour Mill Condos           | Private Property       | \$ | 83,160.00    | \$          | ,             | \$ 204,660.00    |        |           |
| 35182.4914 | 3 | 22 | DAVEY, THOMAS & DENISE                 | 820 N Post St, #unit 302 Upper Falls Condos             | Residential            | \$ | 52,050.00    | \$          |               | \$ 806,150.00    |        |           |
| 35185.4914 | 3 | 22 | HARLAND, BRADLEY D & JODI L            | 621 W Mallon Ave, #unit 601 Flour Mill Condos           | Private Property       | \$ | 20,970.00    | \$          | ,             | \$ 100,870.00    | -      |           |
| 35185.4915 | 3 | 22 | DOWNTOWNDIGS LLC                       | 621 W Mallon Ave, #603 Flour Mill Condos                | Private Property       | \$ | 26,870.00    | \$          | ,             | \$ 197,770.00    | _      |           |
| 35185.4916 | 3 | 22 | HARLAND, BRADLEY D & JODI L            | 621 W Mallon Ave, #unit 606 Flour Mill Condos           | Private Property       | \$ | 14,940.00    | \$          | 60,500.00     | \$ 75,440.00     |        |           |
| 35185.4917 | 3 | 22 | DON L KELLEY / JERYL PHILLIPS - JTWROS | 621 W Mallon Ave, #unit 607 Flour Mill Condos           | Private Property       | \$ | 25,850.00    | \$          |               | \$ 129,650.00    | _      |           |
| 35182.4907 | 3 | 22 | LILLIE, GERALD & REGINA                | 820 N Post St, #unit 201 Upper Falls Condos             | Residential            | \$ | 44,850.00    | \$          | 661,200.00    | \$ 706,050.00    | _      | 215.00    |
| 35185.4918 | 3 | 22 | AXTELL LAW OFFICE PLLC                 | 621 W Mallon Ave, #unit 608 Flour Mill Condos           | Private Property       | \$ | 22,260.00    | \$          |               | \$ 146,760.00    | _      |           |
| 35182.4915 | 3 | 22 | MICHAEL & CATHRYN HENNEBERRY           | 820 N Post St, #unit 303 Upper Falls Condos             | Residential            | \$ | 52,600.00    | \$          | 771,000.00    | \$ 823,600.00    | )   \$ | 215.00    |
| 35182.4927 | 3 | 22 | LILL, DAVID J & NANCY M                | 820 N Post St, #unit 503 Upper Falls Condos             | Residential            | \$ | 64,150.00    | \$          | 975,800.00    | \$ 1,039,950.00  | ) \$   | 215.00    |
| 35185.4920 | 3 | 22 | MENA, PAUL A F                         | 621 W Mallon Ave, #unit 610 Flour Mill Condos           | Private Property       | \$ | 9,480.00     | \$          | 37,600.00     | \$ 47,080.00     | )   \$ | 110.00    |
| 35182.4928 | 3 | 22 | MURPHY FAMILY TRUST                    | 820 N Post St, #unit 504 Upper Falls Condos             | Residential            | \$ | 76,050.00    |             | 1,137,500.00  | \$ 1,213,550.00  | ) \$   | 215.00    |
| 35182.4903 | 3 | 22 | SWARTZ , LARRY & DEBRA                 | 820 N Post St, #unit 103 Upper Falls Condos             | Residential            | \$ | 52,600.00    | \$          | 905,400.00    | \$ 958,000.00    | ) \$   | 215.00    |
| 35182.4910 | 3 | 22 | MARK EDWARDS/DARCY CUNNINGHAM          | 820 N Post St, #unit 204 Upper Falls Condos             | Residential            | \$ | 40,350.00    | \$          | 616,000.00    | \$ 656,350.00    | ) \$   | 215.00    |
| 35182.4912 | 3 | 22 | RICHARD & BARBARA UMBDENSTOCK          | 820 N Post St, #unit 206 Upper Falls Condos             | Residential            | \$ | 52,050.00    | \$          | 763,600.00    | \$ 815,650.00    | ) \$   | 215.00    |
| 35182.4921 | 3 | 22 | JOHN & PATRICIA NUGENT                 | 820 N Post St, #unit 403 Upper Falls Condos             | Residential            | \$ | 52,600.00    | \$          |               | \$ 823,600.00    | ) \$   | 215.00    |
| 35182.4923 | 3 | 22 | GOLDMAN, JEFFERY/GABRIEL, PEGGY        | 820 N Post St, #unit 405 Upper Falls Condos             | Residential            | \$ | 53,700.00    |             |               | \$ 839,900.00    | _      |           |
| 35182.4916 | 3 | 22 | SHEEHAN, JAMES L / ALBERTS, MARY A     | 820 N Post St, #unit 304 Upper Falls Condos             | Residential            | \$ | 40,350.00    |             |               | \$ 656,350.00    |        |           |
| 35182.4929 | 3 | 22 | HARRINGTON MICHAEL L & LINDA           | 820 N Post St, #unit 601 Upper Falls Condos             | Residential            | \$ | 81,800.00    |             | 1,166,800.00  |                  |        |           |
| 35182.4901 | 3 |    | JONES, WILLIAM G & ANN T               | 820 N Post St, #unit 101 Upper Falls Condos             | Residential            | \$ | 45,400.00    |             | 678,900.00    |                  |        |           |
| 35182.4901 | 3 | 22 | JUNES, WILLIAM G & ANN I               | 820 N Post St, #unit 101 Upper Falls Condos<br>  Page 8 | kesidentiai            | >  | 45,400.00    | <b>&gt;</b> | 678,900.00    | \$ /24,300.00    | 4   ب  | 215.      |



| 35182.4930 | 3 | 22  | BRETT 1989 REV TRUST, ROBERT & CATHLEEN | 820 N Post St, #unit 602 Upper Falls Condos    | Residential                | \$  | 82,700.00              | \$<br>1,178,000.00             | \$ 1,260,700.0                   | n l s | 215.00           |
|------------|---|-----|---|--|----------------------------|-----|------------------------|--------------------------------|----------------------------------|-------|------------------|
| 35182.4932 | 3 | 22  | ROBINSON III, FREDERICK D               | 820 N Post St, #unit 604 6d Upper Falls Condos | Residential                | \$  | 91,900.00              |                                | \$ 1,394,500.0                   |       | 215.00           |
| 35182.4905 | 3 | 22  | EHRENBERG, LINDA L                      | 820 N Post St, #unit 105 Upper Falls Condos    | Residential                | \$  | 53,700.00              |                                | \$ 839,900.0                     |       | 215.00           |
| 35182.4925 | 3 | 22  | LAWSON WILLIAM J & CAROL K              | 820 N Post St, #unit 103 Opper Falls Condos    | Residential                | \$  | 63,800.00              | \$<br>·                        | \$ 1,143,800.0                   |       | 215.00           |
| 35182.4904 | 3 | 22  | BRETT, ROBERT A & CATHLEEN              | 820 N Post St, #unit 104 Upper Falls Condos    | Residential                | \$  | 40,350.00              | \$                             | \$ 656,350.00                    | _     | 215.00           |
| 35182.4906 | 3 | 22  | MONSON, DONALD & DEANNA M               | 820 N Post St, #unit 104 Opper Falls Condos    | Residential                | \$  | 52,600.00              | \$<br>771,600.00               | \$ 824,200.0                     |       | 215.00           |
| 35182.4900 | 3 | 22  | STANDAL, JEFFREY & PATRICIA             | 820 N Post St, #unit 301 Upper Falls Condos    | Residential                | \$  | 45,050.00              | \$<br>663,700.00               | \$ 708,750.0                     | _     | 215.00           |
|            | 3 | 22  | ,                                       |  |                            | \$  | •                      | \$<br>•                        | 1,                               |       | 215.00           |
| 35182.4920 | 3 | 22  | PUGEL, MATTHEW S & DELIGHT E            | 820 N Post St. #unit 402 Upper Falls Condos    | Residential                |     | 52,050.00              | \$<br>764,100.00               |                                  | _     |                  |
| 35182.4926 | 3 | 22  | GUMP, TIMOTHY K & REBECCA L             | 820 N Post St, #unit 502 Upper Falls Condos    | Residential<br>Residential | \$  | 63,800.00<br>52,050.00 |                                | \$ 1,033,600.00<br>\$ 816.150.00 |       | 215.00<br>215.00 |
| 35182.4902 | 3 |     | MUNCH, W & VICTORIA                     | 820 N Post St, #unit 102 Upper Falls Condos    |                            | \$  |                        | \$<br>764,100.00               |                                  |       |                  |
| 35182.4911 | - | 22  | STONE, BRYAN & CHERYL                   | 820 N Post St, #unit 205 Upper Falls Condos    | Residential                | \$  | 53,700.00              | 786,200.00                     | \$ 839,900.00                    |       | 215.00           |
| 35182.4917 | 3 | 22  | SHERIDAN DON J & CAROL A                | 820 N Post St, #unit 305 3e Upper Falls Condos | Residential<br>Residential | \$  | 53,700.00              | \$<br>786,200.00<br>616,000.00 | \$ 839,900.00<br>\$ 656.350.00   | _     | 215.00           |
| 35182.4922 | - | 22  | WILLIAMS FAMILY TRUST                   | 820 N Post St. #unit 404 Upper Falls Condos    |                            |     | 40,350.00              | \$                             | 7                                | - T   | 215.00           |
| 35182.4931 | 3 | 22  | BARBIERI, DONALD/SMITH, SHARON          | 820 N Post St, #unit 603 Upper Falls Condos    | Residential                | \$  | 93,500.00              | \$<br>1,175,100.00             | \$ 1,268,600.0                   | _     | 215.00           |
| 35183.2502 | 1 | 27  | CPC DEVELOPMENT COMPANY                 | 825 W Main Ave W                               | Private Property           | \$  | 759,000.00             | \$<br>                         | \$ 1,875,100.00                  |       | 2,062.61         |
| 35183.2503 | 1 | 27  | CPC DEVELOPMENT COMPANY                 | 825 W Main Ave W                               | Private Property           | \$  | 758,990.00             | \$<br>1,923,900.00             | \$ 2,682,890.0                   | _     | 2,951.18         |
| 35192.6004 | 2 | 9   | GREG W & CARA EVE KOZBINSKI             | 1016 W Railroad Ave, #203 Railside Center      | Residential                | \$  | •                      | \$<br>198,200.00               | \$ 201,670.0                     |       | 121.00           |
| 35192.6005 | 2 | 9   | WILLIAMS, GARRET D'ARIENZO, LAUREN      | 1016 W Railroad Ave, #204 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>                         | \$ 291,370.0                     |       | 174.82           |
| 35192.6006 | 2 | 9   | 5D HOLDINGS, LLC                        | 1016 W Railroad Ave, #301 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>151,800.00               | \$ 155,270.0                     |       | 110.00           |
| 35192.6007 | 2 | 9   | ELLIOTT, LESLIE Q                       | 1016 W Railroad Ave, #302 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>227,400.00               | \$ 230,870.0                     |       | 138.52           |
| 35192.6008 | 2 | 9   | EVANS III, HENRY & DIANE                | 1016 W Railroad Ave, #303 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>178,000.00               | \$ 181,470.0                     |       | 110.00           |
| 35192.6010 | 2 | 9   | LOCKETT, MACK                           | 1016 W Railroad Ave, #401 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>·                        | \$ 182,570.0                     |       | 110.00           |
| 35192.6011 | 2 | 9   | STEELE, JEFF & CAROLINE                 | 1016 W Railroad Ave, #402 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>228,700.00               | \$ 232,170.0                     |       | 139.30           |
| 35192.6012 | 2 | 9   | HANNIGAN, SARA (HORNOR)                 | 1016 W Railroad Ave, #403 Railside Center      | Residential                | \$  | 3,470.00               | \$                             | \$ 182,970.0                     | _     | 110.00           |
| 35192.6013 | 2 | 9   | BAFUS, DARRELL & MARILYN                | 1016 W Railroad Ave, #404 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>,                        | \$ 233,570.0                     |       | 140.14           |
| 35192.6014 | 2 | 9   | PROF-2013-S3 LEGAL TITLE TRUST IV       | 1016 W Railroad Ave, #501 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>                         | \$ 497,270.0                     |       | 215.00           |
| 35192.6015 | 2 | 9   | HILLENBRAND, CATHERINE                  | 1019 W Railroad Ave, #502 Railside Center      | Residential                | \$  | 3,470.00               | \$<br>•                        | \$ 498,770.0                     | -     | 215.00           |
| 35192.5355 | 2 | 9   | GVD PARTNERS LP                         | 1020 W Railroad Ave Railside Center            | Private Property           | \$  | 71,940.00              | \$                             | \$ 83,340.0                      |       | 110.00           |
| 35192.5357 | 2 | 9   | EVESHAM LLC                             | 1012 W Railroad Ave Railside Center            | Private Property           | \$  | 52,970.00              | \$<br>490,800.00               | \$ 543,770.0                     |       | 598.15           |
| 35191.7002 | 2 | 49  | RIDPATH CLUB APARTMENTS LLC             | 502 W 1st Ave, #unit 2                         | Residential                | \$  | 244,200.00             | \$<br>460,300.00               | \$ 704,500.0                     |       | 215.00           |
| 35191.7003 | 2 | 49  | RIDPATH CLUB APARTMENTS LLC             | 502 W 1st Ave, #unit 3                         | Residential                | \$  | 13,200.00              | \$<br>151,800.00               | \$ 165,000.0                     | ) \$  | 110.00           |
| 35191.7004 | 2 | 49  | RIDPATH CLUB APARTMENTS LLC             | 502 W 1st Ave, #unit 4                         | Residential                | \$  | 3,700.00               | \$<br>11,700.00                | \$ 15,400.0                      |       | 110.00           |
| 35185.4919 | 3 | 22  | MENA, PAUL A F                          | 621 W Mallon Ave, #unit 609 Flour Mill Condos  | Private Property           | \$  | 9,920.00               | \$<br>38,600.00                | \$ 48,520.0                      | ) \$  | 110.00           |
| 35191.2344 | 2 | 56  | LEVERNIER, PAUL & SUSAN                 | 401 W 1st Ave, #unit 3 First @ Washington      | Residential                | \$  | 24,200.00              | \$<br>489,900.00               | \$ 514,100.0                     |       | 215.00           |
| 35191.7121 | 2 | 49  | RIDPATH CLUB APARTMENTS LLC             | 514 W 1st Ave, #19 Ridpath Tower               | Residential                | \$  | 29,950.00              | \$<br>450,300.00               | \$ 480,250.0                     | ) \$  | 215.00           |
| 35191.2343 | 2 | 56  | ASU, EROL                               | 401 W 1st Ave, #unit 2 First @ Washington      | Residential                | \$  | 24,200.00              | \$<br>280,100.00               | \$ 304,300.0                     | ) \$  | 182.58           |
| 35191.2345 | 2 | 56  | POTTER, JUDITH                          | 401 W 1st Ave, #unit 4 First @ Washington      | Residential                | \$  | 24,200.00              | \$<br>308,300.00               | \$ 332,500.0                     | ) \$  | 199.50           |
| 35191.2348 | 2 | 56  | MCANALLY, PAUL & KATHRYN                | 401 W 1st Ave, #unit 7 First @ Washington      | Residential                | \$  | 24,200.00              | \$<br>167,400.00               | \$ 191,600.0                     | ) \$  | 114.96           |
| 35191.2340 | 2 | 56  | PLAN B OFFICE LLC                       | 401 W 1st Ave, Unit A First At Washington      | Residential                | \$  | 24,160.00              | \$<br>345,700.00               | \$ 369,860.0                     | ) \$  | 215.00           |
| 35191.2341 | 2 | 56  | PLAN B OFFICE LLC                       | 401 W 1st Ave, Unit B First At Washington      | Residential                | \$  | 24,160.00              | \$<br>357,300.00               | \$ 381,460.0                     | ) \$  | 215.00           |
| 35191.2346 | 2 | 56  | LUCAS, PETER / CHASE, MARCIE            | 401 W 1st Ave, #unit 5 First @ Washington      | Residential                | \$  | 24,200.00              | \$<br>336,100.00               | \$ 360,300.0                     | ) \$  | 215.00           |
| 35191.2342 | 2 | 56  | ROUNTREE, BRENDA & STEPHEN              | 401 W 1st Ave, #unit 1 First @ Washington      | Residential                | \$  | 24,200.00              | \$<br>334,000.00               | \$ 358,200.0                     | ) \$  | 214.92           |
| 35191.2347 | 2 | 56  | WESTERHAUS, TIMOTHY P                   | 401 W 1st Ave, #unit 6 First @ Washington      | Residential                | \$  | 24,200.00              | \$<br>282,800.00               | \$ 307,000.0                     | ) \$  | 184.20           |
| 35191.7105 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 5                         | Residential                | \$  | 4,500.00               | \$<br>16,800.00                | \$ 21,300.0                      | ) \$  | 110.00           |
| 35191.7111 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 11                        | Residential                | \$  | 5,800.00               | \$<br>21,900.00                | \$ 27,700.0                      | ) \$  | 110.00           |
| 35191.7116 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 16                        | Residential                | \$  | 6,700.00               | \$<br>25,100.00                | \$ 31,800.0                      | ) \$  | 110.00           |
| 35191.7103 | 2 | 49  | RIDPATH CLUB APARTMENTS LLC             | 514 W 1st Ave, #unit 3                         | Residential                | \$  | 4,300.00               | \$<br>6,600.00                 | \$ 10,900.0                      | ) \$  | 110.00           |
| 35191.7104 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 4                         | Residential                | \$  | 9,900.00               | \$<br>37,100.00                | \$ 47,000.0                      | ) \$  | 110.00           |
| 35191.7106 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 6                         | Residential                | \$  | 4,200.00               | \$<br>15,900.00                |                                  |       | 110.00           |
| 35191.7113 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 13                        | Residential                | \$  | 4,200.00               | 14,000.00                      |                                  |       | 110.00           |
| 35191.7114 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 14                        | Residential                | \$  | 4,500.00               |                                | \$ 21,300.0                      |       | 110.00           |
| 35191.7102 | 2 | 49  | CAO, VAN & LE, TRANG                    | 514 W 1st Ave, #unit 2                         | Residential                | \$  | 10,100.00              | 32,700.00                      |                                  |       | 110.00           |
| 35191.7109 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 9                         | Residential                | \$  | 3,100.00               | 11,400.00                      |                                  |       | 110.00           |
| 35191.7110 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 10                        | Residential                | \$  | 3,100.00               | 11,400.00                      |                                  |       | 110.00           |
| 35191.7115 | 2 | 49  | RIDPATH PENTHOUSE LLC                   | 514 W 1st Ave, #unit 15                        | Residential                | \$  | 9,900.00               | 37,100.00                      |                                  |       | 110.00           |
| 35191.7101 | 2 |     | CAO, VAN & LE, TRANG                    | 514 W 1st Ave, #unit 1                         | Residential                | \$  | 11,400.00              | 36,900.00                      |                                  |       | 110.00           |
|            |   | i i | •                                       | Page 9   | •                          | • • |                        | <br>,                          | ,                                |       | J.               |



|            |   |    | <u> </u>                      | •   |                  |    | , ,          | ·           |       | , ,              | Ś  | 646,287.85 |
|------------|---|----|-------------------------------|---|------------------|----|--------------|-------------|-------|------------------|----|------------|
| 35185.0076 | 4 | 22 | CITY OF SPOKANE               | 0 Address Unknown                         | Public Parks     | \$ | 1,606,490.00 | \$          | -     | \$ 1,606,490.00  | \$ | 330.00     |
| 35181.0003 | 3 | 22 | SPOKANE FEDERAL CREDIT UNION  | 601 W Mallon Ave                          | Private Property | \$ | 661,300.00   | \$ 1,769,4  | 00.00 | \$ 2,430,700.00  | \$ | 1,701.49   |
| 35183.1513 | 1 | 15 | CITY OF SPOKANE               | 930 W Spokane Falls Blvd                  | Government       | \$ | 425,450.00   | \$          | -     | \$ 425,450.00    | \$ | 340.36     |
| 35183.1512 | 1 | 15 | CITY OF SPOKANE               | 930 W Spokane Falls Blvd                  | Government       | \$ | 2,654,760.00 | \$          | -     | \$ 2,654,760.00  |    | 2,123.81   |
| 35183.1511 | 1 | 15 | CITY OF SPOKANE               | 321 N Post St                             | Government       | \$ | 2,132,970.00 | \$ 1,143,9  |       | \$ 3,276,870.00  | \$ | 2,621.50   |
| 35183.3302 | 1 | 34 | FPA CRESCENT ASSOCIATES       | 719 W Main Ave, #unit 2                   | Private Property | \$ | 225,720.00   | \$ 2,708,1  |       | \$ 2,933,820.00  | \$ | 3,227.20   |
| 35183.3303 | 1 | 34 | FPA CRESCENT ASSOCIATES       | 719 W Main Ave, #unit 3                   | Private Property | \$ | 1,544,400.00 | \$ 17,367,0 |       | \$ 18,911,400.00 | \$ | 20,802.54  |
| 35183.3301 | 1 | 34 | FLT CRESCENT LLC              | 719 W Main Ave, #unit 1                   | Private Property | \$ | 209,910.00   | \$ 2,387,1  | 00.00 | \$ 2,597,010.00  | \$ | 2,856.71   |
| 35184.3206 | 2 | 52 | 415 LOFTS LLC                 | 415 W Main Ave, #unit Cu 300              | Private Property | \$ | 109,800.00   | \$ 135,8    | 00.00 | \$ 245,600.00    | \$ | 270.16     |
| 35184.3205 | 2 | 52 | 415 LOFTS LLC                 | 415 W Main Ave, #unit Cu 200              | Private Property | \$ | 114,800.00   | \$ 151,1    | 00.00 | \$ 265,900.00    | \$ | 292.49     |
| 35184.3204 | 2 | 52 | THE 415 MAIN PROJECT LLC      | 415 W Main Ave, #unit Cu 102              | Private Property | \$ | 113,000.00   | \$ 210,6    | 00.00 | \$ 323,600.00    | \$ | 355.96     |
| 35184.3203 | 2 | 52 | THE 415 MAIN PROJECT LLC      | 415 W Main Ave, #unit Cu 101              | Private Property | \$ | 79,900.00    | \$ 189,4    | 00.00 | \$ 269,300.00    | \$ | 269.23     |
| 35184.3202 | 2 | 52 | THE 415 MAIN PROJECT LLC      | 415 W Main Ave, #unit Cu 100              | Private Property | \$ | 34,950.00    | \$ 70,3     | 00.00 | \$ 105,250.00    | \$ | 115.78     |
| 35184.3201 | 2 | 52 | THE 415 MAIN PROJECT LLC      | 415 W Main Ave, #unit Cu B                | Private Property | \$ | 74,900.00    | \$ 44,1     | 00.00 | \$ 119,000.00    | \$ | 130.90     |
| 35184.0926 | 3 | 69 | CITY OF SPOKANE               | 201 W Main Ave                            | Government       | \$ | 159,750.00   | \$ 321,4    | 00.00 | \$ 481,150.00    | \$ | 288.69     |
| 35184.0925 | 3 | 69 | CITY OF SPOKANE               | 207 W Main Ave                            | Government       | \$ | 159,750.00   | \$          | -     | \$ 159,750.00    |    | 110.00     |
| 35183.0616 | 2 | 29 | GENESEE BLOCK LLC             | 821 W Riverside Ave                       | Private Property | \$ | 252,000.00   | \$ 191,0    | 00.00 | \$ 443,000.00    |    | 487.30     |
| 35183.2609 | 1 | 27 | &KLOTH, INC                   | 809 W Main Ave, #unit 303 W 809 Condos    | Residential      | \$ | 38,300.00    | \$ 475,8    |       | \$ 514,100.00    |    | 215.00     |
| 35183.1217 | 3 | 79 | NOSBAUM, LEROY & BRENDA       | 1215 W Riverside Ave                      | Residential      | \$ | 37,590.00    |             | 00.00 | \$ 707,390.00    |    | 215.00     |
| 35192.6001 | 2 | 9  | 1016 RAILSIDE CENTER LLC      | 1016 W Railroad Ave, #201                 | Residential      | \$ | 4,810.00     | \$ 63,7     | 00.00 | \$ 68,510.00     | \$ | 110.00     |
| 35192.6002 | 2 | 9  | 1016 RAILSIDE CENTER LLC      | 1016 W Railroad Ave, #201 Railside Center | Residential      | \$ | 3,470.00     | \$ 263,8    | 00.00 | \$ 267,270.00    | \$ | 160.36     |
| 35192.6003 | 2 | 9  | 1016 RAILSIDE CENTER LLC      | 1016 W Railroad Ave, #202 Railside Center | Residential      | \$ | 3,470.00     | \$ 288,9    |       | \$ 292,370.00    | \$ | 175.42     |
| 35191.6214 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 700 Hutton Bldg | Residential      | \$ | 50,170.00    | \$ 795,2    |       | \$ 845,370.00    | \$ | 215.00     |
| 35191.6213 | 3 | 64 | AM & M HOLDING CO, LLC        | 9 S Washington Ave, #unit600 Hutton Bldg  | Residential      | \$ | 50,170.00    | \$ 806,2    |       | \$ 856,370.00    |    | 215.00     |
| 35191.6212 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 500 Hutton Bldg | Residential      | \$ | 50,170.00    | \$ 629,5    |       | \$ 679,670.00    |    | 215.00     |
| 35191.6211 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 400 Hutton Bldg | Residential      | \$ | 50,170.00    | \$ 629,5    |       | \$ 679,670.00    |    | 215.00     |
| 35191.6210 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 300 Hutton Bldg | Residential      | \$ | 50,170.00    | \$ 728,9    |       | \$ 779,070.00    |    | 215.00     |
| 35191.6209 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 200 Hutton Bldg | Residential      | \$ | 50,170.00    | \$ 728,9    |       | \$ 779,070.00    |    | 215.00     |
| 35191.6208 | 3 | 64 | 2B PROPERTIES LLC             | 9 S Washington Ave, #unit 121 Hutton Bldg | Residential      | \$ | 1,950.00     |             | 00.00 | \$ 28,150.00     |    | 110.00     |
| 35191.6207 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 120 Hutton Bldg | Residential      | \$ | 2,440.00     |             | 00.00 | \$ 34,940.00     |    | 110.00     |
| 35191.6206 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 115 Hutton Bldg | Residential      | \$ | 11,100.00    | \$ 146,2    |       | \$ 157,300.00    |    | 110.00     |
| 35191.6204 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 107 Hutton Bldg | Residential      | \$ | 2,530.00     |             | 00.00 | \$ 35,730.00     |    | 110.00     |
| 35191.6203 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 105 Hutton Bldg | Residential      | \$ | 3,420.00     |             | 00.00 | \$ 58,220.00     |    | 110.00     |
| 35191.6202 | 3 | 64 | 2B PROPERTIES LLC             | 9 S Washington Ave, #unit 101 Hutton Bldg | Residential      | \$ | 11,650.00    | \$ 297,1    |       | \$ 308,750.00    |    | 123.50     |
| 35191.6201 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit B1 Hutton Bldg  | Residential      | \$ | 12,870.00    |             | 00.00 | \$ 74,070.00     |    | 110.00     |
| 35191.6205 | 3 | 64 | SPOKANE TEACHERS CREDIT UNION | 9 S Washington Ave, #unit 111 Hutton Bldg | Residential      | \$ | 7,590.00     |             | 00.00 | \$ 107,290.00    |    | 110.00     |
| 35184.1201 | 3 | 72 | 201 RIVERSIDE LLC             | 201 W Riverside Ave Havermale Park        | Private Property | \$ | 96,190.00    | \$ 385,6    |       | \$ 481,790.00    |    | 337.25     |
| 35184.1216 | 3 | 72 | RICHMOND & BICKETT LLC        | 228 W Sprague Ave                         | Private Property | \$ | 111,890.00   | \$ 365,9    |       | \$ 477,790.00    |    | 334.45     |
| 35183.1224 | 3 | 79 | 1203 PROPERTIES LLP           | 1203 W Riverside Ave                      | Private Property | \$ | 98,620.00    | \$ 2,143,3  |       | \$ 2,241,920.00  | \$ | 1,569.34   |
| 35184.2947 | 3 | 62 | RFI GROUP LLC                 | 315 W Riverside Ave, #102 Morgan          | Residential      | \$ | 14,000.00    |             | 00.00 | \$ 23,800.00     |    | 110.00     |
| 35184.2946 | 3 | 62 | RFI GROUP LLC                 | 315 W Riverside Ave, #101 Morgan          | Residential      | \$ | 32,950.00    |             | 00.00 | \$ 61,550.00     | \$ | 110.00     |
| 35184.2309 | 2 | 52 | BESPIN HOLDINGS LLC           | 118 N Stevens St 118 Building             | Private Property | \$ | 127,400.00   | \$ 974,7    |       | \$ 1,102,100.00  | \$ | 1,212.31   |
| 35191.5525 | 2 | 45 | KENNETH W BROOKS TRUST        | 121 S Wall St                             | Private Property | \$ | 185,380.00   | \$ 170,5    |       | \$ 355,880.00    |    | 110.00     |
| 35191.7120 | 2 | 49 | RIDPATH CLUB APARTMENTS LLC   | 514 W 1st Ave, #18 Ridpath Tower          | Residential      | \$ | 4,102,920.00 | •           | 00.00 | \$ 4,103,020.00  |    | 215.00     |
| 35192.6009 | 2 | 9  | 1016 RAILSIDE CENTER LLC      | 1016 W Railroad Ave, #304 Railside Center | Residential      | \$ | 3,470.00     | \$ 227,4    |       | \$ 230,870.00    |    | 138.52     |
| 35191.2331 | 2 | 56 | SAM & FRANCES ELSOM           | 423 W 1st Ave, #120 Minnesota Bldg        | Residential      | \$ | 11,500.00    | \$ 245,5    |       | \$ 257,000.00    |    | 154.20     |
| 35191.5524 | 2 | 49 | WASHINGTON TRUST BANK         | 118 S Stevens St                          | Private Property | \$ | 186,230.00   |             | 00.00 | \$ 195,530.00    |    | 215.08     |
| 35191.7112 | 2 | 49 | RIDPATH PENTHOUSE LLC         | 514 W 1st Ave, #unit 12                   | Residential      | \$ | 5,800.00     |             | 00.00 | \$ 27,700.00     |    | 110.00     |
| 35191.7108 | 2 | 49 | RIDPATH PENTHOUSE LLC         | 514 W 1st Ave, #unit 8                    | Residential      | \$ | 5,800.00     |             | 00.00 | \$ 27,600.00     |    | 110.00     |
| 35191.7107 | 2 | 49 | RIDPATH PENTHOUSE LLC         | 514 W 1st Ave, #unit 7                    | Residential      | \$ | -,           |             | 00.00 | \$ 27,600.00     |    | 110.00     |
| 25101 7107 | 2 | 40 | DIDDATH DENTHOUSE LLC         | F14 W 1st Avo #unit 7                     | Posidontial      | Ċ  | E 900 00     | ¢ 21.0      | 00 00 | \$ 27,600,00     | خ  | 110.00     |



| Zone | Block | Business Name                                | Business/Property Address                    | Description        | NumberUnits | Value    | Т    | Γotal    |
|------|-------|--|--|--------------------|-------------|----------|------|----------|
| 2    | 51    | ALSC Architects                              | 203 N Washington #400 Liberty Bldg           | Office Upper       | 14707 \$    | 1,470.70 | \$ 1 | 1,470.70 |
| 3    | 64    | Jaime Johnson Events                         | 335 W Sprague Ave #121 Hutton Bldg           | Retail Ground      | 340 \$      | 110.00   |      | 110.00   |
| 3    | 24    | Umpqua Bank                                  | 111 W North River Dr #206 River's Edge Bldg  | Office Upper       | 5009 \$     | 450.81   | \$   | 450.81   |
| 2    | 51    | Ampco Parking                                | Spokane Falls Blvd & Stevens St              | Commercial Parking | 151 \$      | 471.12   | \$   | 471.12   |
| 3    | 59    | Diamond Parking                              | 311 W Main Ave                               | Commercial Parking | 101 \$      | 252.50   | \$   | 252.50   |
| 2    | 54    | Cadable                                      | 421 W Riverside Ave #902 Paulsen Center      | Office Upper       | 1218 \$     | 121.80   | \$   | 121.80   |
| 3    | 59    | Express Employment Professionals             | 331 W Main Ave                               | Office Upper       | 276 \$      | 24.84    |      |          |
| 3    | 59    | Express Employment Professionals             | 331 W Main Ave                               | Office Ground      | 1200 \$     | 132.00   | \$   | 156.84   |
| 2    | 51    | Auntie's Bookstore                           | 402 W Main Ave #1st Fl Liberty Bldg          | Retail Ground      | 8159 \$     | 1,223.85 | \$ 1 | 1,223.85 |
| 3    | 85    | Automotive Jobber Supply                     | 125 S Walnut St                              | Office Ground      | 16000 \$    | 1,760.00 |      |          |
| 3    | 85    | Automotive Jobber Supply                     | 125 S Walnut St                              | Retail Ground      | 900 \$      | 108.00   | \$ 1 | 1,868.00 |
| 2    | 50    | Northwest Best Direct                        | 107 S Howard St #205 Black Building          | Office Upper       | 2688 \$     | 268.80   | \$   | 268.80   |
| 2    | 43    | BDO USA LLP                                  | 601 W Riverside Ave #900 Bank Of America FC  | Office Upper       | 9446 \$     | 944.60   | \$   | 944.60   |
| 1    | 34    | Hi-Tek Nails                                 | 707 W Main Ave #B7 Crescent Court            | Retail Skywalk     | 1921 \$     | 518.67   | \$   | 518.67   |
| 2    | 29    | Nudo   | 818 W Sprague Ave Mystery Bldg               | Retail Ground      | 2000 \$     | 300.00   | \$   | 300.00   |
| 3    | 22    | Queen of Sheba                               | 621 W Mallon Ave #426 Flour Mill             | Retail Ground      | 1009 \$     | 121.08   | \$   | 121.08   |
| 1    | 26    | Bloem- Chocolates, Flowers, Paperie          | 808 W Main Ave #237 RPS                      | Retail Skywalk     | 1843 \$     | 497.61   | \$   | 497.61   |
| 3    | 22    | Coast Property Management                    | 621 W Mallon Ave #509 Flour Mill             | Office Upper       | 2257 \$     | 203.13   | \$   | 203.13   |
| 2    | 54    | Daily Grind Downtown                         | 421 W Riverside Ave #207 Paulsen Center      | Retail Skywalk     | 840 \$      | 126.00   | \$   | 126.00   |
| 2    | 52    | Nectar Catering and Events                   | 120 N Stevens St                             | Retail Basement    | 2700 \$     | 270.00   |      |          |
| 2    | 52    | Nectar Catering and Events                   | 120 N Stevens St                             | Retail Ground      | 2700 \$     | 405.00   | \$   | 675.00   |
| 3    | 82    | Buena Vista Apts                             | 11 S Cedar St Buena Vista                    | Apartments         | 41 \$       | 153.75   | \$   | 153.75   |
| 2    | 9     | Trek Architecture                            | 122 S Monroe St #204 Railside Center         | Office Upper       | 785 \$      | 110.00   | \$   | 110.00   |
| 1    | 27    | Anthropologie                                | 811 W Main Ave W 809 Bldg                    | Retail Ground      | 12000 \$    | 3,240.00 | \$ 3 | 3,240.00 |
| 3    | 64    | NW Investment Advisors                       | 9 S Washington St #210 Hutton Bldg           | Office Upper       | 1400 \$     | 126.00   | \$   | 126.00   |
| 2    | 54    | Steven A. Meek Architects                    | 421 W Riverside Ave #412 Paulsen Center      | Office Upper       | 2430 \$     | 243.00   | \$   | 243.00   |
| 2    | 54    | Levy Law Firm, PLLC                          | 421 W Riverside Ave #381 Paulsen Center      | Office Upper       | 305 \$      | 110.00   | \$   | 110.00   |
| 2    | 44    | Rainbow Connection Daycare                   | 621 W Sprague Ave.                           | Office Ground      | 6128 \$     | 857.92   | \$   | 857.92   |
| 2    | 55    | Satellite Diner and Lounge                   | 425 W Sprague Ave                            | Retail Ground      | 4400 \$     | 660.00   | \$   | 660.00   |
| 2    | 55    | Spokane City Ramp LLC                        | 430 W 1st Ave                                | Commercial Parking | 225 \$      | 702.00   | \$   | 702.00   |
| 3    | 22    | Clinkerdagger                                | 621 W Mallon Ave #404 Flour Mill             | Retail Ground      | 8262 \$     | 991.44   | \$   | 991.44   |
| 1    | 46    | Coeur d'Alene Plaza Apts.                    | 228 N Howard St #300                         | Apartments         | 64 \$       | 320.00   | \$   | 320.00   |
| 1    | 41    | Washington Trust Bank Home Loans             | 601 W Main Ave #1400 Chase                   | Office Upper       | 12059 \$    | 1,326.49 | \$ 1 | 1,326.49 |
| 3    | 72    | Lions Lair                                   | 205 W Riverside Ave Havermale Park           | Retail Ground      | 1400 \$     | 168.00   | \$   | 168.00   |
| 2    | 43    | Merrill Lynch, Pierce, Fenner & Smith Inc    | 601 W Riverside Ave #300 Bank Of America FC  | Office Upper       | 18477 \$    | 1,847.70 | \$ 1 | 1,847.70 |
| 2    | 36    | USA Heart Inc                                | 10 N Post St #642 & 644 Peyton Bldg          | Office Upper       | 1104 \$     | 110.40   | \$   | 110.40   |
| 2    | 43    | New York Life Insurance                      | 601 W Riverside Ave #1600 Bank Of America FC | Office Upper       | 10308 \$    | 1,030.80 | \$ 1 | 1,030.80 |
| 3    | 22    | XS Wholesale Jewelers                        | 621 W Mallon Ave #422 Flour Mill             | Retail Ground      | 600 \$      | 110.00   | \$   | 110.00   |
| 2    | 17    | CH2M Hill Inc                                | 999 W Riverside Ave #500                     | Office Upper       | 6222 \$     | 622.20   | \$   | 622.20   |
| 2    | 17    | Terra Blanca Winery                          | 926 W Sprague Ave #100 Chronicle Bldg        | Retail Ground      | 1737 \$     | 260.55   | \$   | 260.55   |
| 3    | 77    | Cowles Publishing Co.                        | 1103 W Sprague Ave.                          | Office Ground      | 9715 \$     | 1,068.65 | \$ 1 | 1,068.65 |
| 2    | 7     | Cowles Publishing Co.                        | 1010 W Sprague Ave                           | Commercial Parking | 276 \$      | 861.12   |      | 861.12   |
| 2    | 54    | Republic Services Regional Disposal          | 421 W Riverside Ave #1040 Paulsen Center     | Office Upper       | 645 \$      | 110.00   | \$   | 110.00   |
| 3    | 22    | Clinkerdagger                                | 621 W Mallon Ave #401 Flour Mill             | Retail Ground      | 707 \$      | 110.00   | \$   | 110.00   |
| 2    | 43    | Crickets Deli                                | 601 W Riverside Ave #210 Bank Of America FC  | Retail Skywalk     | 2465 \$     | 369.75   | \$   | 369.75   |
| 3    | 69    | Cruz Custom Boots                            | 209 W Main Ave                               | Retail Ground      | 120 \$      | 110.00   |      | 110.00   |
| 1    | 28    | Moloney & O'Neill / Corkery & Jones Benefits | 818 W Riverside Ave #650 Lincoln Plaza       | Office Upper       | 9844 \$     | 1,082.84 |      | 1,082.84 |
| 1    | 41    | RBC Capital Markets Corporation              | 601 W Main Ave #1215 Chase                   | Office Upper       | 5290 \$     | 581.90   |      | 581.90   |



| 2 | 54 | Action Coach                               | 421 W Riverside Ave #1015 Paulsen Center      | Office Upper       | 714 \$   | 110.00   | \$ 110.00   |
|---|----|--|---|--------------------|----------|----------|-------------|
| 3 | 62 | Dania Furniture                            | 319 W Riverside Ave                           | Retail Ground      | 12800 \$ | 1,536.00 | <br>[       |
| 3 | 62 | Dania Furniture                            | 319 W Riverside Ave                           | Retail Ground      | 42200 \$ | 5,064.00 | \$ 6,600.00 |
| 1 | 39 | Wheatland Bank                             | 222 N Wall St #308 Wheatland FC               | Office Upper       | 11714 \$ | 1,288.54 | \$ 1,288.54 |
| 2 | 53 | Asset Planning & Management                | 422 W Riverside Ave #722 USBank Bldg          | Office Upper       | 2397 \$  | 239.70   | \$ 239.70   |
| 3 | 24 | WIPFLI LLP                                 | 201 W North River Dr #430 RLH Bldg            | Office Upper       | 10080 \$ | 907.20   | \$ 907.20   |
| 1 | 41 | Delay, Curran, Thompson & Pontarolo        | 601 W Main Ave #1212 Chase                    | Office Upper       | 2936 \$  | 322.96   | \$ 322.96   |
| 2 | 19 | GVD Commercial Properties                  | 909 W 1st Ave #B                              | Retail Upper       | 2000 \$  | 200.00   | \$ 200.00   |
| 3 | 22 | Republic Parking                           | 620 W Mallon Ave                              | Commercial Parking | 211 \$   | 527.50   | \$ 527.50   |
| 3 | 66 | Diamond Parking 2220                       | 235 W Spokane Falls Blvd                      | Commercial Parking | 190 \$   | 475.00   | \$ 475.00   |
| 3 | 79 | NAC Architecture Parking                   | 1208 W Sprague Ave                            | Commercial Parking | 42 \$    | 110.00   | \$ 110.00   |
| 2 | 31 | Steam Plant Square Parking                 | 126 S Post St                                 | Commercial Parking | 150 \$   | 468.00   | \$ 468.00   |
| 3 | 13 | Diamond Parking                            | 709-711 N Lincoln St                          | Commercial Parking | 130 \$   | 325.00   | \$ 325.00   |
| 1 | 46 | Chronic Tacos                              | 524 W Main Ave                                | Retail Ground      | 2048 \$  | 552.96   | \$ 552.96   |
| 1 | 34 | Travelers Property Casulty                 | 707 W Main Ave #703 Crescent Court            | Office Upper       | 3094 \$  | 340.34   | \$ 340.34   |
| 2 | 37 | Domini Sandwiches Inc                      | 703 W Sprague Ave WTFC                        | Retail Ground      | 1742 \$  | 261.30   |             |
| 2 | 37 | Domini Sandwiches Inc                      | 703 W Sprague Ave WTFC                        | Office Ground      | 110 \$   | 15.40    | \$ 276.70   |
| 2 | 54 | Gregory J Workland                         | 421 W Riverside Ave #673 Paulsen Center       | Office Upper       | 451 \$   | 110.00   | \$ 110.00   |
| 2 | 45 | Donald Trail Architect                     | 123 S Wall St                                 | Office Ground      | 350 \$   | 110.00   | \$ 110.00   |
| 2 | 45 | Roen Associates Inc                        | 121 S Wall St                                 | Office Upper       | 3435 \$  | 343.50   | \$ 343.50   |
| 2 | 53 | Mike Wren / Chris Brandkamp                | 422 W Riverside Ave #909 USBank Bldg          | Office Upper       | 883 \$   | 110.00   | \$ 110.00   |
| 2 | 54 | Murraysmith Inc                            | 421 W Riverside Ave #762 Paulsen Center       | Office Upper       | 1462 \$  | 146.20   | \$ 146.20   |
| 2 | 54 | Stone Creek Insurance Agency Inc           | 421 W Riverside Ave #1050 Paulsen Center      | Office Upper       | 340 \$   | 110.00   | \$ 110.00   |
| 2 | 29 | Renegade By MonteScarlatto                 | 822 W Sprague Ave Michael Bldg                | Retail Ground      | 1543 \$  | 231.45   | \$ 231.45   |
| 2 | 54 | Downtown Dental                            | 421 W Riverside Ave #810 Paulsen Center       | Office Upper       | 1725 \$  | 172.50   | \$ 172.50   |
| 2 | 54 | JMK & Associates                           | 421 W Riverside Ave #524 Paulsen Center       | Office Upper       | 2311 \$  | 231.10   | \$ 231.10   |
| 2 | 54 | Rushall, Reital & Randall                  | 421 W Riverside Ave #864 Paulsen Center       | Office Upper       | 378 \$   | 110.00   | \$ 110.00   |
| 3 | 3  | Dresden Group LLC                          | 707 N Monroe St                               | Apartments         | 28 \$    | 110.00   | \$ 110.00   |
| 2 | 54 | Patrick Downey Attorney at Law             | 421 W Riverside Ave #275B Paulsen Center      | Office Upper       | 190 \$   | 110.00   | \$ 110.00   |
| 2 | 52 | Madeleine's                                | 415 W Main Ave #103                           | Retail Ground      | 3046 \$  | 456.90   | \$ 456.90   |
| 3 | 64 | STCU - Investment Services                 | 9 S Washington St #105 Hutton Bldg            | Office Upper       | 900 \$   | 110.00   | \$ 110.00   |
| 3 | 79 | Myrtle Apartments                          | 1214 W Sprague Ave                            | Apartments         | 18 \$    | 110.00   | \$ 110.00   |
| 3 | 3  | Cedar Coffee                               | 701 N Monroe St Dresden Bldg                  | Retail Ground      | 1100 \$  | 132.00   | \$ 132.00   |
| 1 | 32 | John F Kapek                               | 221 N Wall St #438 Old City Hall              | Office Upper       | 853 \$   | 110.00   | \$ 110.00   |
| 2 | 52 | Hills' Restaurant and Lounge               | 401 W Main Ave                                | Retail Ground      | 5400 \$  | 810.00   | \$ 810.00   |
| 3 | 64 | Anastasi Moore & Martin LLC                | 9 S Washington St #600 Hutton Bldg            | Office Upper       | 8600 \$  | 774.00   | \$ 774.00   |
| 2 | 54 | Nalco Chemical Company                     | 421 W Riverside Ave #770 Paulsen Center       | Office Upper       | 1316 \$  | 131.60   | \$ 131.60   |
| 2 | 54 | Cameron Sutherland, PLLC                   | 421 W Riverside Ave #660 Paulsen Center       | Office Upper       | 1212 \$  | 121.20   | \$ 121.20   |
| 2 | 53 | Erickson's Optical Labs Inc - Eye Clinic   | 422 W Riverside Ave #730 USBank Bldg          | Office Upper       | 1369 \$  | 136.90   | \$ 136.90   |
| 2 | 54 | Law Office of Charles V. Carroll           | 421 W Riverside Ave #960 775 Paulsen Center   | Office Upper       | 3081 \$  | 308.10   | \$ 308.10   |
| 2 |    | Europa Restaurant & Bakery                 | 125 S Wall St                                 | Retail Ground      | 4006 \$  | 600.90   | •           |
| 1 | 28 | Evans, Craven & Lackie PS                  | 818 W Riverside Ave #250 Lincoln Plaza        | Office Upper       | 9613 \$  | 1,057.43 | \$ 1,057.43 |
| 3 | 79 | WS Property Management Parking             | 1218 W Sprague Ave                            | Commercial Parking | 25 \$    | 110.00   | \$ 110.00   |
| 3 | 59 | The Eye Care Team                          | 126 N Washington St #A Orsi Bldg              | Retail Ground      | 4500 \$  | 540.00   | \$ 540.00   |
| 3 | 61 | Bohrnsen Smith Stocker Luciani PLLC        | 312 W Riverside Ave Morgan                    | Office Upper       | 1675 \$  | 150.75   | \$ 150.75   |
| 2 | 54 | Paulsen Center Management / West & Wheeler | 421 W Riverside Ave #204 Paulsen Center       | Office Skywalk     | 1421 \$  | 198.94   | \$ 198.94   |
| 3 | 81 | 4 Degrees Realty                           | 1209 W 1st Ave                                | Office Ground      | 3600 \$  | 396.00   | \$ 396.00   |
| 2 | 54 | Feltman Ewing PS                           | 421 W Riverside Ave #1400 875A Paulsen Center | Office Upper       | 4855 \$  | 485.50   | 1           |
| 2 | 54 | Feltman Ewing PS                           | 421 W Riverside Ave #1400 875A Paulsen Center | Office Upper       | 400 \$   | 40.00    | \$ 525.50   |



| 2 | 48 | Fernwell Executive Suites             | 505 W Riverside Ave #500 Fernwell Bldg           | Office Upper    | 7987 \$  | 798.70    | \$   | 798.70    |
|---|----|---------------------------------------|--|-----------------|----------|-----------|------|-----------|
| 1 | 47 | WEB Properties                        | 522 W Riverside Ave #6th Floor Fidelity Bldg     | Office Upper    | 3480 \$  |           |      | 382.80    |
| 3 | 24 | McGann Corp (Arby's)                  | 201 W North River Dr #360 RLH Bldg               | Office Upper    | 1228 \$  | 110.52    | \$   | 110.52    |
| 3 | 83 | Rocket Bakery                         | 1325 W 1st Ave #101 Eldridge Bldg                | Retail Ground   | 2500 \$  | 300.00    | \$   | 300.00    |
| 3 | 6  | Dellwo Roberts & Scanlon PS           | 1124 W Riverside Ave #310 North Coast Plaza Bldg | Office Upper    | 1870 \$  | 168.30    | \$   | 168.30    |
| 1 | 41 | Loran Graham Company                  | 601 W Main Ave #1015 Chase                       | Office Upper    | 1215 \$  | 133.65    | \$   | 133.65    |
| 2 | 8  | Spokane Symphony/Fox Theatre          | 1005 W Sprague Ave                               | Exempt          | 5000 \$  | -         | \$   | -         |
| 3 | 24 | McLean Immigration Law PLLC           | 201 W North River Dr #370 RLH Bldg               | Office Upper    | 605 \$   | 110.00    | \$   | 110.00    |
| 1 | 32 | Northwest Equity Solutions Inc        | 221 N Wall St #615 Old City Hall                 | Office Upper    | 1006 \$  | 110.66    | \$   | 110.66    |
| 3 | 63 | Glen Dow                              | 311 W Riverside Ave                              | Retail Ground   | 1400 \$  | 168.00    | \$   | 168.00    |
| 3 | 62 | Glen Dow Hair Academy                 | 309 W Riverside Ave                              | Retail Ground   | 5000 \$  | 600.00    | \$   | 600.00    |
| 2 | 43 | RW Baird                              | 601 W Riverside Ave #1940 Bank Of America FC     | Office Upper    | 6126 \$  | 612.60    | \$   | 612.60    |
| 3 | 4  | Golden Rule Brake Service             | 625 N Monroe St                                  | Retail Ground   | 1856 \$  |           | \$   | 222.72    |
| 3 | 24 | Turner, Stoeve & Gagliardi PS         | 201 W North River Dr #190 RLH Bldg               | Office Ground   | 2431 \$  | 267.41    | \$   | 267.41    |
| 3 | 24 | Centennial Hotel                      | 303 W North River Dr                             | Hotels & Motels | 402 \$   | 10,050.00 | \$ 1 | 10,050.00 |
| 2 | 54 | Goodyear Shoe Repair                  | 414 W Sprague Ave                                | Retail Ground   | 840 \$   | 126.00    | \$   | 126.00    |
| 2 | 36 | Chase Youth Foundation                | 10 N Post St #649 Peyton Bldg                    | Exempt          | 187 \$   | -         | \$   | -         |
| 2 | 29 | Fire Artisan Pizza                    | 816 W Sprague Ave                                | Retail Ground   | 2000 \$  | 300.00    | \$   | 300.00    |
| 2 | 54 | Terrence Dunne & Associates           | 421 W Riverside Ave #610 Paulsen Center          | Office Upper    | 1279 \$  | 127.90    | \$   | 127.90    |
| 1 | 28 | Goodale & Barbieri Company            | 818 W Riverside Ave #300 Lincoln Plaza           | Office Upper    | 3067 \$  | 337.37    | \$   | 337.37    |
| 2 | 54 | Chicken-N-Mo: Southern Style Cookin'  | 414 1/2 W Sprague Ave                            | Retail Ground   | 789 \$   | 118.35    | \$   | 118.35    |
| 3 | 83 | Carnegie Nail Design                  | 1317 W 1st Ave Eldridge Bldg                     | Retail Ground   | 501 \$   | 110.00    | \$   | 110.00    |
| 2 | 54 | Mikes Mobile Shoe Shine               | 421 W Riverside Ave #203 Paulsen Center          | Retail Skywalk  | 322 \$   | 110.00    | \$   | 110.00    |
| 2 | 9  | Echo Boutique                         | 1033 W 1st Ave                                   | Retail Ground   | 1940 \$  | 291.00    | \$   | 291.00    |
| 1 | 47 | Heylman Martin Architects             | 100 N Parkade Plaza                              | Office Ground   | 928 \$   | 139.20    | \$   | 139.20    |
| 1 | 34 | Trinity Management Office             | 707 W Main Ave #B6 Crescent Court                | Office Skywalk  | 1458 \$  | 218.70    | \$   | 218.70    |
| 3 | 72 | High Nooner                           | 237 W Riverside Ave Albert Building              | Retail Ground   | 2500 \$  | 300.00    | \$   | 300.00    |
| 3 | 22 | The Chocolate Apothecary              | 621 W Mallon Ave #419 Flour Mill                 | Retail Ground   | 1088 \$  | 130.56    | \$   | 130.56    |
| 2 | 52 | Johnston Engineering                  | 120 N Stevens St #200                            | Office Upper    | 200 \$   | 110.00    | \$   | 110.00    |
| 2 | 54 | Inland Northwest Bank                 | 421 W Riverside Ave #113 772 Paulsen Center      | Office Ground   | 16672 \$ | 2,334.08  | \$   | 2,334.08  |
| 3 | 84 | Integrus Architecture                 | 10 S Cedar St                                    | Office Upper    | 7510 \$  | 675.90    |      |           |
| 3 | 84 | Integrus Architecture                 | 10 S Cedar St                                    | Office Ground   | 8333 \$  | 916.63    | \$   | 1,592.53  |
| 3 | 12 | Interior Development East Ltd         | 921 W Broadway Ave #100 Broadway Bldg            | Retail Ground   | 150 \$   | 110.00    | \$   | 110.00    |
| 2 | 53 | Northwest Open Access Network         | 422 W Riverside Ave #408 USBank Bldg             | Office Upper    | 10960 \$ | 1,096.00  | \$   | 1,096.00  |
| 2 | 54 | Legacy Capital Management Inc         | 421 W Riverside Ave #330 Paulsen Center          | Office Upper    | 884 \$   | 110.00    | \$   | 110.00    |
| 3 | 64 | CMC Tire Inc                          | 9 S Washington St #301 Hutton Bldg               | Office Upper    | 2937 \$  | 264.33    | \$   | 264.33    |
| 2 | 54 | Daley Management                      | 421 W Riverside Ave #470 Paulsen Center          | Office Upper    | 700 \$   | 110.00    | \$   | 110.00    |
| 3 | 61 | Jensen Distribution Services          | 314 W Riverside Ave                              | Office Ground   | 17000 \$ | 1,870.00  | \$   | 1,870.00  |
| 2 | 49 | Jimmy Z's Gastropub & Red Room Lounge | 521 W Sprague Ave Symons Bldg                    | Retail Ground   | 5639 \$  | 845.85    | \$   | 845.85    |
| 2 | 29 | Hotel Lusso                           | 808 W Sprague Ave                                | Hotels & Motels | 48 \$    | 1,200.00  | \$   | 1,200.00  |
| 3 | 24 | Kelly Services Inc.                   | 201 W North River Dr #210 RLH Bldg               | Office Upper    | 1451 \$  | 130.59    | \$   | 130.59    |
| 2 | 50 | Kershaw's Inc.                        | 119 S Howard St                                  | Office Upper    | 10000 \$ | 1,000.00  |      |           |
| 2 | 50 | Kershaw's Inc.                        | 119 S Howard St                                  | Office Ground   | 10000 \$ |           |      | 2,400.00  |
| 1 | 41 | Kiemle & Hagood Company               | 601 W Main Ave #400 Chase                        | Office Upper    | 12059 \$ |           |      | 1,326.49  |
| 2 | 54 | Charles T Conrad PS                   | 421 W Riverside Ave #725 Paulsen Center          | Office Upper    | 927 \$   | 110.00    | \$   | 110.00    |
| 2 | 54 | Lucky's Irish Pub                     | 408 W Sprague Ave                                | Retail Ground   | 1250 \$  | 187.50    | \$   | 187.50    |
| 3 | 6  | Break Through Inc                     | 1124 W Riverside Ave #200 North Coast Plaza Bldg | Office Upper    | 1462 \$  |           |      | 131.58    |
| 2 | 43 | CliftonLarsonAllen LLP                | 601 W Riverside Ave #700 Bank Of America FC      | Office Upper    | 16200 \$ | •         |      | 1,620.00  |
| 3 | 3  | Indy's Barbershop                     | 711 N Monroe St Dresden Bldg                     | Retail Ground   | 1166 \$  | 139.92    | \$   | 139.92    |



| 1 | 34       | Studio Capelli                        | 707 W Main Ave #B9 Crescent Court            | Retail Skywalk             | 1280  | \$ 345.60              | \$       | 345.60           |
|---|----------|---------------------------------------|--|----------------------------|-------|------------------------|----------|------------------|
| 2 | 54       | State Rep. Marcus Ricelli             | 421 W Riverside Ave #317 Paulsen Center      | Exempt                     | 370   | \$ -                   | \$       | -                |
| 3 | 61       | Italian Kitchen                       | 113 N Bernard St                             | Retail Ground              | 2200  | \$ 264.00              |          | 264.00           |
| 2 | 37       | Lukins & Annis Law Offices            | 717 W Sprague Ave #1600 WTFC                 | Office Upper               | 11130 | \$ 1,113.00            |          |                  |
| 2 | 37       | Lukins & Annis Law Offices            | 717 W Sprague Ave #1600 WTFC                 | Office Upper               | 430   | \$ 43.00               | \$       | 1,156.00         |
| 2 | 54       | Pinnacle Northwest                    | 412 W Sprague Ave                            | Retail Ground              | 840   | \$ 126.00              | \$       | 126.00           |
| 1 | 33       | Rocket Bakery                         | 207 N Wall St                                | Retail Ground              | 250   | \$ 110.00              | \$       | 110.00           |
| 2 | 29       | Yuppy Puppy                           | 830 W Sprague Ave                            | Retail Ground              | 1895  | \$ 284.25              | \$       | 284.25           |
| 3 | 22       | Marguerite's Nail Boutique            | 621 W Mallon Ave #417 Flour Mill             | Retail Ground              | 610   | \$ 110.00              | \$       | 110.00           |
| 2 | 54       | Essential Massage LLC                 | 421 W Riverside Ave #711 Paulsen Center      | Office Upper               |       | \$ 110.00              | \$       | 110.00           |
| 2 | 29       | 24 Taps                               | 825 W Riverside Ave.                         | Retail Ground              | 4775  |                        |          | 716.25           |
| 2 | 43       | Moss Adams LLP                        | 601 W Riverside Ave #1800 Bank Of America FC | Office Upper               | 15132 |                        |          | 1,513.20         |
| 2 | 53       | MCI Worldcom                          | 422 W Riverside Ave #1404 USBank Bldg        | Office Upper               | 335   |                        |          | 110.00           |
| 3 | 72       | Lutheran Community Services Northwest | 1 N Browne St Havermale Park                 | Exempt                     |       | \$ -                   | \$       | _                |
| 1 | 47       | Katerra                               | 502 W Riverside Ave #206                     | Office Upper               | 2815  |                        |          | 309.65           |
| 3 | 24       | Mutual of Enumclaw                    | 201 W North River Dr #335 RLH Bldg           | Office Upper               | 5945  | •                      |          | 535.05           |
| 2 | 52       | Millman Jewelers-E-Z Loan, Inc.       | 407 W Main Ave                               | Retail Ground              |       | \$ 600.00              |          | 600.00           |
| 3 | 13       | Metro Eclectic                        | 604 N Monroe St                              | Retail Ground              |       | \$ 1,080.00            |          | 1,080.00         |
| 1 | 34       | Umpqua Bank                           | 707 W Main Ave #A2 Crescent Court            | Retail Ground              | 2856  |                        |          | 771.12           |
| 3 | 22       | Boom Creative                         | 621 W Mallon Ave #603 Flour Mill             | Office Upper               | 1156  |                        |          | 110.00           |
| 3 | 85       | Motion Auto Supply                    | 120 S Cedar St                               | Retail Ground              | 1500  |                        |          | 180.00           |
| 2 | 9        | Scratch Restaurant and Lounge         | 1007 W 1st Ave                               | Retail Ground              | 1200  |                        |          | 180.00           |
| 2 | 9        | miFlavour                             | 1019 W 1st Ave RailSide Center               | Retail Ground              | 870   |                        |          | 130.50           |
| 3 | 66       | Azteca                                | 245 W Spokane Falls Blvd                     | Retail Ground              | 7200  |                        | 1        | 150.50           |
| 3 | 66       | Azteca                                | 245 W Spokane Falls Blvd                     | Office Upper               |       | \$ 180.00              | \$       | 1,044.00         |
| 1 | 40       | MW Consulting Engineers               | 222 N Wall St #200 Wheatland FC              | Office Upper               |       | \$ 772.53              |          | 772.53           |
| 3 | 79       | Myrtle Apartments                     | 1227 W Riverside Dr.                         | Apartments                 |       | \$ 110.00              |          | 110.00           |
| 2 | 56       | Scout Real Estate                     | 429 W 1st Ave                                | Retail Ground              | 800   |                        |          | 120.00           |
| 2 | 17       | Neuroeducation                        | 905 W Riverside Ave #208 Great Western Bldg  | Office Upper               | 2645  |                        | -        | 264.50           |
| 3 | 72       | West Riverside Apartments             | 221 W Riverside Ave                          | Apartments                 | 24    |                        |          | 110.00           |
| 2 | 9        | Madison Apartments                    | 1029 W 1st Ave Madison                       | Apartments                 |       | \$ 297.16              |          | 297.16           |
| 1 | 28       | Hill International                    | 818 W Riverside Ave #400 Lincoln Plaza       | Office Upper               | 3680  |                        |          | 404.80           |
| 2 | 36       | Cochinito Taqueria                    | 10 N Post St #14                             | Retail Ground              |       | \$ 717.00              |          | 717.00           |
| 1 | 26       | Nordstrom                             | 828 W Main Ave RPS                           | Retail Ground              |       | \$ 11,610.00           |          | 717.00           |
| 1 | 26       | Nordstrom                             | 828 W Main Ave RPS                           | Retail Skywalk             |       | \$ 11,610.00           |          |                  |
| 1 | 26       | Nordstrom                             | 828 W Main Ave RPS                           | Retail Upper               |       | \$ 4,730.00            | ė        | 27,950.00        |
| 2 | 49       | John O'Neil                           | 7 S Howard St #424 Symons Bldg               | Office Upper               |       | \$ 4,730.00            |          | 110.00           |
| 3 | 6        | North Coast Life Insurance            | 1116 W Riverside Ave                         | Office Opper               | 11488 |                        |          | 1,263.68         |
| 2 | 49       | Michelle Lobdell, Personal Training   | 7 S Howard St #200 Symons Bldg               |                            | 3393  |                        | -        | 339.30           |
| 3 | 79       |                                       | , -  | Retail Upper               |       |                        | · ·      | 339.30           |
|   |          | NAC Architecture                      | 1203 W Riverside Dr                          | Office Upper Office Ground | 6704  | •                      |          | 000 71           |
| 3 | 79<br>54 | NAC Architecture                      | 1203 W Riverside Dr                          |                            |       | \$ 295.35<br>\$ 110.00 |          | 898.71<br>110.00 |
| 4 |          | Spokane Business Attorneys            | 421 W Riverside Ave #1000                    | Office Upper               |       | 7                      |          |                  |
| 1 |          | O'Doherty's Irish Grille              | 525 W Spokane Falls Blvd                     | Retail Ground              | 4000  |                        |          | 1,080.00         |
| 3 | 64       | Spokane Comedy Club                   | 315 W Sprague Ave                            | Retail Ground              | 6000  |                        |          | 720.00           |
| 2 |          | Crave                                 | 401 W Riverside Ave #101 Paulsen Center      | Retail Ground              | 1965  |                        |          | 294.75           |
| 3 |          | IFIOC                                 | 621 W Mallon Ave #600 Flour Mill             | Office Upper               | 3578  |                        |          | 322.02           |
| 2 |          | Ignitium                              | 601 W Riverside Ave #1700 Bank Of America FC | Office Upper               | 6322  | •                      | -        | 632.20           |
| 2 |          | Paine Hamblen LLP                     | 717 W Sprague Ave #1200 WTFC                 | Office Upper               | 7042  |                        |          | 720 72           |
| 2 | 37       | Paine Hamblen LLP                     | 717 W Sprague Ave #1200 WTFC Page 4          | Office Upper               | 255   | \$ 25.50               | <b>\</b> | 729.70           |



| 3 | 66 | Park Tower Apts.                              | 217 W Spokane Falls Blvd                      | Apartments         | 185   | \$<br>693.75   | \$<br>693.75   |
|---|----|---|---|--------------------|-------|----------------|----------------|
| 1 | 47 | Parkade, Inc                                  | 202 Parkade Plz Parkade                       | Commercial Parking | 944   | \$<br>3,540.00 | \$<br>3,540.00 |
| 1 | 46 | Parkrite #1                                   | Main & Stevens                                | Commercial Parking | 144   | \$<br>540.00   | \$<br>540.00   |
| 3 | 83 | Pass Word Inc                                 | 1303 W 1st Ave #200                           | Office Upper       | 3000  | \$<br>270.00   | \$<br>270.00   |
| 1 | 47 | Rite-Aid Drugs, Inc.                          | 112 N Howard St #115 Parkade Plaza            | Retail Ground      | 18821 | \$<br>5,081.67 | \$<br>5,081.67 |
| 1 | 34 | Premier Business Centers                      | 707 W Main Ave #2nd Flr Crescent Court        | Office Skywalk     | 13326 | \$<br>1,998.90 | \$<br>1,998.90 |
| 2 | 17 | Payne Properties & Development                | 905 W Riverside Ave #406 Great Western Bldg   | Office Upper       | 738   | \$<br>110.00   | \$<br>110.00   |
| 3 | 22 | Evergreen Elder Law                           | 621 W Mallon Ave #306 Flour Mill              | Office Upper       | 1833  | \$<br>164.97   | \$<br>164.97   |
| 1 | 34 | T-Mobile                                      | 707 W Main Ave #A4 Crescent Court             | Retail Ground      | 2070  | \$<br>558.90   | \$<br>558.90   |
| 1 | 32 | Womer & Associates                            | 221 N Wall St #600 Old City Hall              | Office Upper       | 7655  | \$<br>842.05   | \$<br>842.05   |
| 2 | 36 | Johnson's Custom Jewelry Inc.                 | 10 N Post St #110 Peyton Bldg                 | Retail Ground      | 600   | \$<br>110.00   | \$<br>110.00   |
| 2 | 53 | Farmers Insurance Agency                      | 239 W Main Ave #100                           | Office Ground      | 2700  | \$<br>378.00   | \$<br>378.00   |
| 2 | 54 | Northwest Pain Care                           | 421 W Riverside Ave #900 Paulsen Center       | Office Upper       | 7184  | \$<br>718.40   | \$<br>718.40   |
| 3 | 24 | Pier One Import Mart                          | 101 W North River Dr #001 River's Edge Bldg   | Retail Ground      | 9234  | \$<br>1,108.08 | \$<br>1,108.08 |
| 2 | 43 | UBS   | 601 W Riverside Ave #1200 Bank Of America FC  | Office Upper       | 9681  | \$<br>968.10   | \$<br>968.10   |
| 2 | 54 | PM Jacoy                                      | 402 W Sprague Ave                             | Retail Ground      | 2000  | \$<br>300.00   | \$<br>300.00   |
| 3 | 64 | Thinking Cap Communications and Design        | 9 S Washington St #201 Hutton Bldg            | Office Upper       | 2600  | \$<br>234.00   | \$<br>234.00   |
| 3 | 22 | The Kitchen Engine                            | 621 W Mallon Ave #416 Flour Mill              | Retail Ground      | 3046  | \$<br>365.52   | \$<br>365.52   |
| 2 | 43 | Lee & Hayes PLLC                              | 601 W Riverside Ave #1400 Bank Of America FC  | Office Upper       | 15855 | \$<br>1,585.50 | \$<br>1,585.50 |
| 2 | 17 | Ellen M. Hendrick PLLC                        | 905 W Riverside Ave #601 Great Western Bldg   | Office Upper       | 1131  | \$<br>113.10   | \$<br>113.10   |
| 2 | 43 | Randall & Danskin PS                          | 601 W Riverside Ave #1500 Bank Of America FC  | Office Upper       | 13287 | \$<br>1,328.70 | \$<br>1,328.70 |
| 2 | 53 | Richards, Merrill & Peterson Inc              | 422 W Riverside Ave #101 USBank Bldg          | Office Ground      | 4433  | \$<br>620.62   | \$<br>620.62   |
| 2 | 52 | Rick Singer Photography                       | 415 1/2 W Main Ave                            | Retail Upper       | 5600  | \$<br>560.00   | \$<br>560.00   |
| 3 | 3  | Giant Nerd Books                              | 709 N Monroe St                               | Retail Ground      | 1254  | \$<br>150.48   | \$<br>150.48   |
| 3 | 6  | Riverfalls Tower Apartments                   | 1224 W Riverside Ave                          | Apartments         | 99    | \$<br>371.25   | \$<br>371.25   |
| 1 | 26 | Riverpark Square-Parking Garage               | 814 W Main Ave RPS                            | Commercial Parking | 1350  | \$<br>5,062.50 | \$<br>5,062.50 |
| 2 | 54 | Anchored Art                                  | 421 W Riverside Ave #108A Paulsen Center      | Retail Ground      | 1846  | \$<br>276.90   | \$<br>276.90   |
| 3 | 24 | Spokane Attorneys at Law                      | 201 W North River Dr #305 RLH Bldg            | Office Upper       | 2711  | \$<br>243.99   | \$<br>243.99   |
| 2 | 54 | Sharp Real Estate                             | 421 W Riverside Ave #1009 Paulsen Center      | Office Skywalk     | 721   | \$<br>110.00   | \$<br>110.00   |
| 2 | 17 | Hayward Law                                   | 905 W Riverside Ave #505                      | Office Upper       | 248   | \$<br>110.00   | \$<br>110.00   |
| 1 | 28 | Moloney & O'Neill                             | 818 W Riverside Ave #700 Lincoln Plaza        | Office Upper       | 11064 | \$<br>1,217.04 | \$<br>1,217.04 |
| 1 | 46 | Rocky Rococo                                  | 520 W Main Ave Bennett Block                  | Retail Ground      | 4711  | \$<br>1,271.97 | \$<br>1,271.97 |
| 2 | 30 | Neato Burrito                                 | 827 W 1st Ave #100 Courtyard Office Center    | Retail Ground      | 1555  | \$<br>233.25   | \$<br>233.25   |
| 3 | 12 | Law Offices of D.C. Cronin                    | 724 N Monroe St                               | Office Ground      | 2000  | \$<br>220.00   | \$<br>220.00   |
| 2 | 53 | David J. Crouse & Associates                  | 422 W Riverside Ave #820 USBank Bldg          | Office Upper       | 2438  | \$<br>243.80   | \$<br>243.80   |
| 3 | 79 | San Marco Apts.                               | 1229 W Riverside Dr                           | Apartments         | 40    | \$<br>150.00   | \$<br>150.00   |
| 2 | 54 | Michael Macauley & Associates                 | 421 W Riverside Ave #1030 Paulsen Center      | Office Upper       | 1325  | \$<br>132.50   | \$<br>132.50   |
| 2 | 54 | Washington Capital Management - Compass Group | 421 W Riverside Ave #812 Paulsen Center       | Office Upper       | 1029  | \$<br>110.00   | \$<br>110.00   |
| 2 | 43 | Bank of America                               | 601 W Riverside Ave #Lobby Bank Of America FC | Office Ground      | 48404 | \$<br>6,776.56 | \$<br>6,776.56 |
| 3 | 85 | Grand Coulee Apartments                       | 106 S Cedar St                                | Apartments         | 20    | \$<br>110.00   | \$<br>110.00   |
| 1 | 47 | Katerra                                       | 502 W Riverside Ave #206                      | Office Upper       | 2007  | \$<br>220.77   | \$<br>220.77   |
| 2 | 54 | The Monterey Café                             | 9 N Washington St                             | Retail Ground      | 800   | \$<br>120.00   | \$<br>120.00   |
| 2 | 54 | Ulrich Investment Consultants                 | 421 W Riverside Ave #972 Paulsen Center       | Office Upper       | 1291  | 129.10         | \$<br>129.10   |
| 2 | 17 | Chair Six Financial Planning PLLC             | 905 W Riverside Ave #201 Great Western Bldg   | Office Upper       | 563   | \$<br>110.00   | 110.00         |
| 2 | 54 | Spokane Reporting Service                     | 421 W Riverside Ave #1010 Paulsen Center      | Office Upper       | 940   | \$<br>110.00   | \$<br>110.00   |
| 2 | 49 | All You Can Ink Tattoo                        | 9 S Howard St Symons Bldg                     | Retail Ground      | 680   | \$<br>110.00   | 110.00         |
| 2 | 56 | Prime Real Estate Group                       | 417 W 1st Ave.                                | Office Ground      | 1300  | 182.00         | \$<br>182.00   |
| 3 | 83 | Regeneration Point                            | 1319 W 1st Ave Eldridge Bldg                  | Retail Ground      | 1900  | \$<br>228.00   | 228.00         |
| 1 | 46 | Poplawski Law LLC                             | 530 W Main Ave #201 Bennett Block             | Office Upper       | 1500  | \$<br>165.00   | \$<br>165.00   |



| 3 | 60 | Metropolitan Apartments                        | 111 N Bernard St                             | Apartments      | 31    | \$<br>116.25   | \$<br>116.25   |
|---|----|--|--|-----------------|-------|----------------|----------------|
| 3 | 70 | Standard Digital Print Co., Inc.               | 256 W Riverside Ave                          | Office Ground   | 5000  | \$<br>550.00   | \$<br>550.00   |
| 2 | 56 | Pure Salon & Spa                               | 423 W 1st Ave #100 Minnesota Bldg            | Office Ground   | 790   | \$<br>110.60   | \$<br>110.60   |
| 1 | 28 | Homestreet Bank                                | 818 W Riverside Ave #120 Lincoln Plaza       | Retail Ground   | 4180  | \$<br>1,128.60 | \$<br>1,128.60 |
| 1 | 41 | Soulful Soups and Spirits                      | 117 N Howard St #100                         | Retail Ground   | 1200  | \$<br>324.00   | \$<br>324.00   |
| 3 | 60 | Suki Yaki Inn Japanese Restaurant              | 119 N Bernard St                             | Retail Ground   | 4400  | \$<br>528.00   | \$<br>528.00   |
| 1 | 26 | The Walking Company                            | 808 W Main Ave #209 RPS                      | Retail Skywalk  | 1458  | \$<br>393.66   | \$<br>393.66   |
| 2 | 38 | Ruby2  | 123 S Post St.                               | Hotels & Motels | 44    | \$<br>1,100.00 | \$<br>1,100.00 |
| 3 | 72 | Hale Apartments                                | 227 W Riverside Ave Havermale Park           | Apartments      | 12    | \$<br>110.00   | \$<br>110.00   |
| 1 | 33 | Jos. A. Bank                                   | 706 W Main Ave #125 RPS                      | Retail Ground   | 4482  | \$<br>1,210.14 | \$<br>1,210.14 |
| 3 | 83 | Bird's Eye Tattoo                              | 1325 W 1st Ave #316 Eldridge Bldg            | Retail Upper    | 235   | \$<br>110.00   | \$<br>110.00   |
| 2 | 54 | The Missing Piece Tattoo Lounge                | 410 W Sprague Ave. Spokane Wa 99201          | Retail Ground   | 1250  | \$<br>187.50   | \$<br>187.50   |
| 3 | 61 | The Onion Bar & Grill                          | 302 W Riverside Ave                          | Retail Ground   | 4500  | \$<br>540.00   | \$<br>540.00   |
| 2 | 54 | Conlin, Maloney & Miller                       | 421 W Riverside Ave #911 469B Paulsen Center | Office Upper    | 156   | \$<br>15.60    |                |
| 2 | 54 | Conlin, Maloney & Miller                       | 421 W Riverside Ave #911 469B Paulsen Center | Office Upper    | 996   | \$<br>99.60    | \$<br>115.20   |
| 3 | 22 | Tobacco World                                  | 621 W Mallon Ave #406 Flour Mill             | Retail Ground   | 757   | \$<br>110.00   | \$<br>110.00   |
| 2 | 19 | Hotel Ruby                                     | 901 W 1st Ave Hotel Ruby                     | Hotels & Motels | 36    | \$<br>900.00   | \$<br>900.00   |
| 2 | 29 | Michael Building Apartments                    | 826 W Sprague Ave Michael Bldg               | Apartments      | 18    | \$<br>110.00   | \$<br>110.00   |
| 2 | 36 | Brews Brothers Espresso Lounge                 | 734 W Sprague Ave Peyton Bldg                | Retail Ground   | 1026  | \$<br>153.90   | \$<br>153.90   |
| 3 | 82 | Studio One Hair & Body Salon                   | 1311 W Sprague Ave                           | Retail Ground   | 1500  | \$<br>180.00   | \$<br>180.00   |
| 2 | 53 | US Bank of Washington                          | 422 W Riverside Ave #100 USBank Bldg         | Office Ground   | 17718 | \$<br>2,480.52 | \$<br>2,480.52 |
| 3 | 24 | iMortgage                                      | 111 W North River Dr #100 River's Edge Bldg  | Office Ground   | 3224  | \$<br>354.64   | \$<br>354.64   |
| 1 | 41 | CenturyLink                                    | 601 W Main Ave #500 Chase                    | Office Upper    | 5147  | \$<br>566.17   | \$<br>566.17   |
| 1 | 41 | Wells St. John                                 | 601 W Main Ave #600 Chase                    | Office Upper    | 6957  | \$<br>765.27   | \$<br>765.27   |
| 3 | 22 | Varela & Associates                            | 601 W Mallon Ave #A Flour Mill               | Office Ground   | 1350  | \$<br>148.50   | \$<br>148.50   |
| 2 | 19 | Vic B. Linden & Sons Sign Advertising, Inc.    | 122 S Lincoln St                             | Manufacturing   | 3201  | \$<br>320.10   | \$<br>320.10   |
| 2 | 53 | Mullin Cronin Casey & Blair PS                 | 115 N Washington St #2nd Fl Jockey Club Bldg | Office Upper    | 3042  | \$<br>304.20   |                |
| 2 | 53 | Mullin Cronin Casey & Blair PS                 | 115 N Washington St #2nd Fl Jockey Club Bldg | Office Upper    | 710   | \$<br>71.00    | \$<br>375.20   |
| 1 | 41 | JP Morgan Chase Bank                           | 601 W Main Ave #1,105,300 Chase              | Office Ground   | 6408  | \$<br>961.20   | \$<br>961.20   |
| 2 | 51 | Community Health Association of Spokane (CHAS) | 203 N Washington St #300 Liberty Bldg        | Exempt          | 14707 | \$<br>-        | \$<br>-        |
| 2 | 54 | Physicians Insurance Group                     | 421 W Riverside Ave #1400 Paulsen Center     | Office Upper    | 3000  | \$<br>300.00   | \$<br>300.00   |
| 2 | 37 | Washington Trust Bank                          | 717 W Sprague Ave #100 WTFC                  | Retail Ground   | 4379  | \$<br>656.85   |                |
| 2 | 37 | Washington Trust Bank                          | 717 W Sprague Ave #100+ WTFC                 | Office Ground   | 3917  | \$<br>548.38   |                |
| 2 | 37 | Washington Trust Bank                          | 717 W Sprague Ave #100+ WTFC                 | Office Ground   | 7128  | \$<br>997.92   |                |
| 2 | 37 | Washington Trust Bank                          | 717 W Sprague Ave #100+ WTFC                 | Office Ground   | 573   | \$<br>80.22    |                |
| 2 | 37 | Washington Trust Bank                          | 717 W Sprague Ave #100+ WTFC                 | Office Ground   | 10440 | \$<br>1,461.60 |                |
| 2 | 37 | Washington Trust Bank                          | 717 W Sprague Ave #100+ WTFC                 | Office Ground   | 8069  | \$<br>1,129.66 |                |
| 2 | 37 | Washington Trust Bank                          | 717 W Sprague Ave #100+ WTFC                 | Office Upper    | 1254  | \$<br>125.40   | \$<br>5,000.03 |
| 3 | 83 | WS Property Management                         | 1325 W 1st Ave #300 Eldridge Bldg            | Office Upper    | 388   | \$<br>110.00   | \$<br>110.00   |
| 2 | 50 | Ridpath Club Apartments                        | 515 W Sprague Ave Ridpath                    | Apartments      | 206   | \$<br>900.22   | \$<br>900.22   |
| 1 | 47 | RenCorp Realty                                 | 502 W Riverside Ave #103                     | Office Ground   | 2413  | \$<br>361.95   | \$<br>361.95   |
| 2 | 48 | Home Debut / Tour Factory                      | 505 W Riverside Ave #300 Fernwell Bldg       | Office Upper    | 5046  | \$<br>504.60   |                |
| 2 | 48 | Home Debut / Tour Factory                      | 505 W Riverside Ave #300 Fernwell Bldg       | Office Upper    | 1364  | \$<br>136.40   | \$<br>641.00   |
| 2 | 43 | Winston & Cashatt PS                           | 601 W Riverside Ave #1900 Bank Of America FC | Office Upper    | 12814 | \$<br>1,281.40 | \$<br>1,281.40 |
| 2 | 53 | Witherspoon Kelley                             | 422 W Riverside Ave #1100 USBank Bldg        | Office Upper    | 10967 | 1,096.70       | 1,096.70       |
| 2 | 54 | Innovia Foundation                             | 421 W Riverside Ave #606 Paulsen Center      | Exempt          | 1815  | \$<br>-        | \$<br>-        |
| 2 | 54 | Innovia Foundation                             | 421 W Riverside Ave #606 Paulsen Center      | Exempt          | 3083  | \$<br>-        | \$<br>-        |
| 3 | 22 | Wonders of the World                           | 621 W Mallon Ave #412 & 414 Flour Mill       | Retail Ground   | 3035  | \$<br>364.20   | \$<br>364.20   |
| 1 | 41 | Witherspoon, Brajcich & McPhee                 | 601 W Main Ave #712 Chase                    | Office Upper    | 7568  | 832.48         | 832.48         |



| 2 | 49 | The Observatory Bar                       | 15 S Howard Street Symons Bldg                                | Retail Ground                   | 3508 \$ | 526.20   | Ś      | 526.20   |
|---|----|---|---|---------------------------------|---------|----------|--------|----------|
| 1 | 34 | State Farm                                | 707 W Main Ave #B8 Crescent Court                             | Retail Skywalk                  | 857 \$  |          | \$     | 231.39   |
| 1 | 39 | Wheatland Bank                            | 222 N Wall St Wheatland FC #101 Wheatland FC                  | Office Ground                   | 2743 \$ | 411.45   |        | 411.45   |
| 1 | 35 | Spokane Transit Authority                 | 701 W Riverside Ave #B1 STA Plaza                             | Retail Skywalk                  | 3785 \$ | 1,021.95 | \$     | 1,021.95 |
| 2 | 53 | Diamond Parking                           | 420 W Riverside Ave   | Commercial Parking              | 33 \$   | 110.00   | \$     | 110.00   |
| 2 | 53 | Diamond Parking                           | 331 W Riverside Ave   | Commercial Parking              | 119 \$  | 371.28   | \$     | 371.28   |
| 2 | 55 | Diamond Parking                           | 428 W Sprague Ave.  | Commercial Parking              | 25 \$   | 110.00   | \$     | 110.00   |
| 2 | 54 | Mootsy's Tavern                           | 406 W Sprague Ave   | Retail Ground                   | 1436 \$ | 215.40   | \$     | 215.40   |
| 1 |    | Dunn & Black PS                           | 111 N Post St #300 Banner Bank Bldg                           | Office Upper                    | 7474 \$ | 822.14   | \$     | 822.14   |
| 1 | 33 | Made in Washington                        | 808 W Main Ave #223 RPS                                       | Retail Skywalk                  | 946 \$  | 255.42   | Ś      | 255.42   |
| 1 | 46 | Mizuna Restaurant & Wine Bar              | 214 N Howard St Bennett Block                                 | Retail Ground                   | 4000 \$ | 1,080.00 | ¢      | 1,080.00 |
| 3 | 59 | Decorum                                   | 126 N Washington St #B Orsi Bldg                              | Retail Ground                   | 3500 \$ | 420.00   | Ś      | 420.00   |
| 1 | 35 | Joe's Mini Market                         | 701 W Riverside Ave #B3 STA Plaza                             | Retail Ground                   | 772 \$  | 208.44   | ć      | 208.44   |
| 1 | 47 | Edwards Lalone Travel                     | 502 W Riverside Ave #203                                      | Retail Skywalk                  | 950 \$  | 256.50   | Ś      | 256.50   |
| 1 | 46 | Carhartt                                  | 530 W Main Ave Bennett Block                                  | Retail Ground                   | 3600 \$ | 972.00   | \$     | 972.00   |
| 3 | 85 | The Bike Hub                              | 1403 W 1st Ave  | Retail Upper                    | 2600 \$ | 234.00   | \$     | 234.00   |
| 1 | 35 | Subway                                    | 701 W Riverside Ave #A1 STA Plaza                             | Retail Ground                   | 820 \$  | 221.40   | \$     | 234.00   |
| 1 | 41 | Henryk's                                  | 601 W Main Ave #207 Chase                                     |                                 | 755 \$  | 203.85   | \$     | 203.85   |
| 2 | 45 | Wells Fargo Corporate Properties          | 601 W 1st Ave #100 Wells Fargo FC                             | Retail Skywalk<br>Retail Ground | 5666 \$ | 849.90   | ې<br>د | 849.90   |
| 3 | 13 | Antique Gallery                           | 620 N Monroe St   | Retail Ground                   | 3750 \$ | 450.00   | \$     | 450.00   |
| 3 | 13 | Senator Guitars                           | 618 N Monroe St   | Retail Ground                   | 1225 \$ | 147.00   | \$     | 147.00   |
| _ |    | Urban Outfitters                          |   | Retail Ground                   |         | 1,373.76 |        |          |
| 2 | 33 |   | 702 W Main Ave 100  |                                 | 5088 \$ | •        | \$     | 1,373.76 |
|   | 29 | Bruttles Gourmet Candy                    | 828 W Sprague Ave Michael Bldg                                | Retail Ground                   | 1362 \$ | 204.30   | \$     | 204.30   |
| 1 | 46 | Smith                                     | 530 W Main Ave #202 Bennett Block<br>222 N Howard St 220 Bldg | Office Upper                    | 1900 \$ | 209.00   | \$     | 209.00   |
| 1 | 46 | Atticus Coffee and Gifts                  | ğ   | Retail Ground<br>Retail Ground  | 2950 \$ | 796.50   | \$     | 796.50   |
| 3 | 85 | Andy's Bar                                | 1401 W 1st Ave Grand Coulee Bldg                              |                                 | 1100 \$ | 132.00   | \$     | 132.00   |
| 3 | 85 | The Bike Hub                              | 1405 W 1st Ave Grand Coulee Bldg                              | Retail Ground                   | 4077 \$ | 489.24   | À      | 489.24   |
| 1 | 47 | Pho City                                  | 112 N Howard St   | Retail Ground                   | 1008 \$ | 272.16   | \$     | 272.16   |
| 2 | 53 | Argia North America / Group Argia         | 422 W Riverside Ave #324 USBank Bldg                          | Office Upper                    | 702 \$  | 110.00   | \$     | 110.00   |
| 2 | 53 | Verizon Communications                    | 422 W Riverside Ave #615 USBank Bldg                          | Office Upper                    | 1234 \$ | 123.40   | \$     | 123.40   |
| 2 | 53 | Tierpoint                                 | 422 W Riverside Aver #816 USBank Bldg                         | Office Upper                    | 429 \$  | 110.00   | \$     | 110.00   |
| 2 | 53 | Neutron LLC                               | 422 W Riverside Ave #1401 USBank Bldg                         | Office Upper                    | 988 \$  | 110.00   | \$     | 110.00   |
| 2 |    | Level 3 Telecommunications                | 422 W Riverside Ave #1503 USBank Bldg                         | Office Upper                    | 662 \$  | 110.00   | \$     | 110.00   |
| 2 |    | Light Speed Networks                      | 422 W Riverside Ave #328 USBank Bldg                          | Office Upper                    | 435 \$  | 110.00   | \$     | 110.00   |
| 2 | 53 | Verizon Wireless Corp Office              | 422 W Riverside Ave #1513 USBank Bldg                         | Office Upper                    | 564 \$  | 110.00   | \$     | 110.00   |
| 2 | 54 | The Cascade Team Real Estate              | 421 W Riverside Ave #1555                                     | Office Upper                    | 1561 \$ | 156.10   | \$     | 156.10   |
| 2 | 54 | Postal Unit #101 / Sub Station            | 421 W Riverside Ave #103 Paulsen Center                       | Office Ground                   | 653 \$  | 110.00   | \$     | 110.00   |
| 2 | 54 | Teneff Jewelery                           | 421 W Riverside Ave #280 Paulsen Center                       | Office Skywalk                  | 2635 \$ | 368.90   | \$     | 368.90   |
| 2 | 54 | Peterson Investment Management            | 421 W Riverside Ave #315 Paulsen Center                       | Office Upper                    | 1241 \$ | 124.10   | \$     | 124.10   |
| 2 | 54 | HSSA of Spokane County                    | 421 W Riverside Ave #661 Paulsen Center                       | Office Upper                    | 610 \$  | 110.00   | \$     | 110.00   |
| 2 | 54 | Neil Humphries Law Office                 | 421 W Riverside Ave #704 Paulsen Center                       | Office Upper                    | 1064 \$ | 110.00   |        | 110.00   |
| 2 |    | Law Office of Jacqueline Porter           | 421 W Riverside Ave #709 Paulsen Center                       | Office Upper                    | 746 \$  | 110.00   |        | 110.00   |
| 2 |    | Kayleen Islam-Zwart & Jonathan W Anderson | 421 W Riverside Ave #670 Paulsen Center                       | Office Upper                    | 637 \$  | 110.00   |        | 110.00   |
| 2 |    | Patrick Kirby Attorney at Law PS          | 421 W Riverside Ave #802 Paulsen Center                       | Office Upper                    | 1057 \$ | 110.00   |        | 110.00   |
| 2 |    | Chimney Rock Mortgage                     | 421 W Riverside Ave #450 Paulsen Center                       | Office Upper                    | 2622 \$ | 262.20   |        | 262.20   |
| 2 |    | Miller and Prothero                       | 421 W Riverside Ave #868 Paulsen Center                       | Office Upper                    | 1290 \$ | 129.00   |        | 129.00   |
| 2 |    | Gobel Law Office PLLC                     | 421 W Riverside Ave #908 224 Paulsen Center                   | Office Upper                    | 1059 \$ | 143.90   | \$     | 143.90   |
| 2 | 54 | Stevens Clay PS                           | 421 W Riverside Ave #1575 469A Paulsen Center                 | Office Upper                    | 166 \$  | 16.60    | ١.     |          |
| 2 | 54 | Stevens Clay PS                           | 421 W Riverside Ave #1575 469A Paulsen Center Page 7          | Office Upper                    | 3104 \$ | 310.40   | \$     | 327.00   |



| 2 | 54 | Finer & Winn, Attorneys at Law           | 421 W Riverside Ave #1081 Paulsen Center         | Office Upper  | 725   | \$ 110.00   | \$ 1 | 110.00 |
|---|----|--|--|---------------|-------|-------------|------|--------|
| 2 | 54 | Normandeau CPA                           | 421 W Riverside Ave #460 Paulsen Center          | Office Upper  | 497   |             |      | 110.00 |
| 2 | 54 | System Six Bookkeeping                   | 421 W Riverside Ave #512 Paulsen Center          | Office Upper  | 658   |             |      | 110.00 |
| 2 | 54 | Laboratory 424                           | 421 W Riverside Ave #516 Paulsen Center          | Office Upper  | 964   |             |      | 110.00 |
| 2 | 54 | Cynthia Schwartz PS                      | 421 W Riverside Ave #720 Paulsen Center          | Office Upper  |       | \$ 124.60   |      | 124.60 |
| 2 | 54 | Cascades Job Corps                       | 421 W Riverside Ave #763 Paulsen Center          | Office Upper  | 867   | •           |      | 110.00 |
| 2 | 54 | Casey Law Office PS                      | 421 W Riverside Ave #308 Paulsen Center          | Office Upper  | 1035  |             |      | 110.00 |
| 2 | 54 | Keyes Legal PLLC                         | 421 W Riverside Ave #515 Paulsen Center          | Office Upper  | 1300  | •           |      | 130.00 |
| 2 | 54 | Sharp Real Estate                        | 421 W Riverside Ave #1002 & 1009 Paulsen Center  | Office Upper  |       | \$ 110.00   |      | 110.00 |
| 2 |    | Rey-Bear McLaughlin LLP                  | 421 W Riverside Ave #1004                        | Office Upper  |       | \$ 110.00   | \$ 1 | 110.00 |
| 2 |    | Vorpahl Wing Securities                  | 421 W Riverside Ave #1020 Paulsen Center         | Office Upper  | 4373  |             |      | 437.30 |
| 2 |    | Desert Streams Counseling                | 7 S Howard St #216 Symons Bldg                   | Office Upper  | 359   | •           | 1    | 110.00 |
| 2 | 49 | Family Services Spokane                  | 7 S Howard St #300 Symons Bldg                   | Exempt        | 7565  |             | \$   | -      |
| 2 | 54 | RR Donnelley                             | 421 W Riverside Ave #602 Paulsen Center          | Office Upper  |       | \$ 110.00   |      | 110.00 |
| 2 | 49 | Kindnss                                  | 522 W 1st Ave Symons Bldg                        | Office Upper  | 1385  |             | \$ 1 | 138.50 |
| 3 | 22 | Comcast Spotlight                        | 621 W Mallon Ave #205 Flour Mill                 | Office Upper  | 5743  | •           |      | 516.87 |
| 3 | 22 | Steven Schneider PS                      | 621 W Mallon Ave #505 Flour Mill                 | Office Upper  |       | \$ 110.00   |      | 110.00 |
| 3 | 22 | Stantec                                  | 621 W Mallon Ave #309 Flour Mill                 | Office Ground |       | \$ 896.94   |      | 896.94 |
| 1 | 41 | RBC Capital Markets Corporation          | 601 W Main Ave #1215 Chase                       | Office Upper  | 3296  |             |      | 362.56 |
| 2 |    | James Spurgetis                          | 422 W Riverside Ave #620 USBank Bldg             | Office Upper  |       | \$ 342.50   |      | 342.50 |
| 2 |    | Richter Wimberley PS                     | 422 W Riverside Ave #1300 USBank Bldg            | Office Upper  | 4204  |             |      | 420.40 |
| 2 | 53 | Schoedel & Schoedel CPA's PLLC           | 422 W Riverside Ave #1420 USBank Bldg            | Office Upper  |       | \$ 475.20   | •    | 475.20 |
| 2 | 43 | Clearwater Paper Corp                    | 601 W Riverside Ave #1100-B36 Bank Of America FC | Office Upper  |       | \$ 1,585.60 |      | 585.60 |
| 1 | 47 | Kutak Rock LLP                           | 510 W Riverside Ave #800 Sherwood Bldg           | Office Upper  | 4536  |             |      | 498.96 |
| 2 | 17 | Next Door Espresso                       | 903 W Riverside Ave #102 Great Western Bldg      | Retail Ground |       | \$ 146.70   |      | 146.70 |
| 2 | 17 | Horizon Housing Alliance                 | 905 W Riverside Ave #202                         | Office Upper  |       | \$ 110.00   |      | 110.00 |
| 2 | 17 | Communities in Schools                   | 905 W Riverside Ave #301 Great Western Bldg      | Exempt        | 595   |             | \$   | _      |
| 2 |    | PayNorthwest LLC                         | 905 W Riverside Ave #401 Great Western Bldg      | Office Upper  | 590   | •           | -    | 110.00 |
| 2 |    | Dependable Facility Services             | 905 W Riverside Ave #416 Great Western Bldg      | Office Upper  |       | \$ 110.00   |      | 110.00 |
| 2 |    | Best Law, PLLC                           | 905 W Riverside Ave #409 Great Western Bldg      | Office Upper  | 1592  | •           |      | 159.20 |
| 2 |    | Montgomery, Anderson & Price             | 905 W Riverside Ave #501-503 Great Western Bldg  | Office Upper  | 1291  |             |      | 129.10 |
| 2 |    | OAC Services                             | 905 W Riverside Ave #510 Great Western Bldg      | Office Upper  | 2606  | •           |      | 260.60 |
| 2 | 17 | Design West Architects                   | 905 W Riverside Ave #605                         | Office Upper  | 635   |             |      | 110.00 |
| 1 | 28 | Robert E Kovacevick PLLC                 | 818 W Riverside Ave #525 Lincoln Plaza           | Office Upper  |       | \$ 118.14   | •    | 118.14 |
| 1 | 28 | Stephen Dashiel PS                       | 818 W Riverside Ave #560 Lincoln Plaza           | Office Upper  |       | \$ 110.00   |      | 110.00 |
| 1 | 28 | Clifford Enterprises                     | 818 W Riverside Ave #680 Lincoln Plaza           | Office Upper  | 1160  |             |      | 127.60 |
| 3 | 24 | HomeStreet Bank                          | 201 W North River Dr #600 RLH Bldg               | Office Upper  |       | \$ 1,316.25 |      | 316.25 |
| 3 | 24 | Corvel Healthcare Corp                   | 201 W North River Dr #375 RLH Bldg               | Office Upper  |       | \$ 110.00   |      | 110.00 |
| 3 | 24 | Parkside Physical Therapy                | 201 W North River Dr #510 RLH Bldg               | Office Upper  |       | \$ 193.14   |      | 193.14 |
| 2 | 50 | The Wave Island Sports Grill & Sushi Bar | 523 W 1st Ave                                    | Retail Ground | 4872  | •           | -    | 730.80 |
| 2 | 17 | Tamarack Public House                    | 912 W Sprague Ave                                | Office Ground |       | \$ 532.00   |      | 532.00 |
| 2 |    | The Woodshop LLC                         | 122 S Monroe St #C                               | Office Ground |       | \$ 256.90   |      | 256.90 |
| 2 | 48 | Columbia State Bank                      | 505 W Riverside Ave #450 Fernwell Bldg           | Exempt        | 4144  |             | \$   |        |
| 2 |    | Inland Northwest Group LLC               | 120 N Stevens St #3rd Fl                         | Office Upper  | 2025  |             |      | 202.50 |
| 2 |    | Ahrend Albrecht, PLLC                    | 421 W Riverside Ave #614 Paulsen Center          | Retail Upper  | 1312  |             |      | 131.20 |
| 2 |    | Rainier Patents PS                       | 505 W Riverside Ave #440 Fernwell Bldg           | Office Upper  | 1366  |             |      | 136.60 |
| 2 |    | DA Davidson                              | 601 W Riverside Ave #800 Bank Of America FC      | Office Upper  | 11834 |             |      | 183.40 |
| 2 |    | Uncle's Inc.                             | 404 W Main Ave Liberty Bldg                      | Retail Ground | 1802  |             |      | 270.30 |
|   |    | Sante Restaurant & Charcuterie           | 404 W Main Ave #104 Liberty Bldg                 | Retail Ground | 2762  |             |      | 414.30 |



| 2 | 51 | Liberty Building Office                            | 203 N Washington St #202 Fl Liberty Bldg     | Office Upper   | 485   | \$ 110.00   | \$ 110   | 0.00 |
|---|----|--|--|----------------|-------|-------------|----------|------|
| 2 | 51 | Pottery Place Plus                                 | 203 N Washington St Liberty Bldg First Floor | Retail Ground  | 1490  | \$ 223.50   | \$ 223   | 3.50 |
| 1 | 41 | Jimmy John's Gourmet Sandwiches                    | 601 W Main Ave #102 Chase                    | Retail Ground  | 1550  | \$ 418.50   | \$ 418   | 3.50 |
| 1 | 32 | Brian P Knopf PC                                   | 221 N Wall St #224 Old City Hall             | Office Skywalk | 1804  | \$ 270.60   | \$ 270   | ).60 |
| 1 | 32 | Francis Myers                                      | 221 N Wall St #611 Old City Hall             | Office Upper   | 287   | \$ 110.00   | \$ 110   | 0.00 |
| 2 | 54 | Cozza Optical                                      | 421 W Riverside Ave #102 Paulsen Center      | Retail Ground  | 1331  | \$ 199.65   | \$ 199   | ).65 |
| 2 | 54 | Daily Grind Downtown (Office)                      | 421 W Riverside Ave #260 Paulsen Center      | Office Upper   | 423   | \$ 110.00   | \$ 110   | 0.00 |
| 2 | 54 | Gilbert Law Firm PS                                | 421 W Riverside Ave #353 Paulsen Center      | Office Upper   | 1892  | \$ 189.20   | \$ 189   | €.20 |
| 2 | 54 | Eclipse Engineering                                | 421 W Riverside Ave #421 Paulsen Center      | Office Upper   | 2797  | \$ 279.70   | \$ 279   | €.70 |
| 2 | 54 | Elizabeth Ziegler, PhD                             | 421 W Riverside Ave #760 Paulsen Center      | Office Upper   | 1127  | \$ 112.70   | \$ 112   | 2.70 |
| 2 | 54 | Evergreen Business Capital                         | 421 W Riverside Ave #866 Paulsen Center      | Office Upper   | 762   | \$ 110.00   | \$ 110   | 0.00 |
| 2 | 54 | ReachBio Research Labs                             | 421 W Riverside Ave #1005 Paulsen Center     | Office Upper   | 688   | \$ 110.00   | \$ 110   | 0.00 |
| 1 | 47 | Numerica Credit Union                              | 502 W Riverside Ave #100                     | Office Ground  | 3028  | \$ 454.20   | \$ 454   | 1.20 |
| 1 | 33 | Apple Inc  | 710 W Main Ave #123 RPS                      | Retail Ground  | 7059  | \$ 1,905.93 | \$ 1,905 | 5.93 |
| 1 | 34 | Umpqua Bank  | 707 W Main Ave #502 Crescent Court           | Office Upper   | 2687  |             | \$ 295   | 5.57 |
| 2 | 38 | Northwest Vital Records Center Inc                 | 124 S Wall St                                | Office Upper   | 13000 | \$ 1,300.00 | \$ 1,300 | 0.00 |
| 3 | 64 | Medical Consultants Network                        | 9 S Washington St #315 Hutton Bldg           | Office Upper   | 2800  | \$ 252.00   | \$ 252   | 2.00 |
| 1 | 46 | Boo Radley's                                       | 232 N Howard St                              | Retail Ground  | 1673  |             | \$ 451   | 1.71 |
| 1 | 46 | Steelhead Bar & Grille                             | 218 N Howard St 220 Bldg                     | Retail Ground  | 2800  |             |          |      |
| 2 | 54 | Penthouse at the Paulsen                           | 421 W Riverside Ave #1700 Paulsen Center     | Office Upper   | 2320  |             | \$ 232   | 2.00 |
| 2 | 48 | Pistole Lifestyle & Skate                          | 523 W Sprague Ave Symons Bldg                | Retail Ground  | 1090  | •           |          |      |
| 2 | 17 | Chronicle Building Apartments                      | 926 W Sprague Ave                            | Apartments     |       | \$ 174.80   | \$ 174   | 1.80 |
| 3 | 83 | Parks Medical Corporation                          | 1325 W 1st Ave #306 Eldridge Bldg            | Office Upper   | 2494  | •           |          |      |
| 3 | 22 | Mayken   | 621 W Mallon Ave #507 Flour Mill             | Office Upper   | 1366  |             | \$ 122   |      |
| 1 | 46 | Salon Nouveau                                      | 224 N Howard St                              | Retail Ground  | 2200  |             | \$ 594   |      |
| 3 | 83 | Masonry Industry Promotion Group                   | 1325 W 1st Ave #310 Eldridge Bldg            | Office Upper   |       | \$ 110.00   | \$ 110   |      |
| 3 | 83 | Women Helping Women Fund                           | 1325 W 1st Ave #318 Eldridge Bldg            | Exempt         | 330   | •           | \$       | -    |
| 3 | 24 | Red Lion Hotels Corporation                        | 201 W North River Dr #130 RLH Bldg           | Office Ground  | 2876  |             |          | 5.36 |
| 3 | 24 | 180 Chiropractic Wellness LLC                      | 201 W North River Dr #170 RLH Bldg           | Retail Ground  | 949   | •           | \$ 113   |      |
| 2 | 17 | Dr Scott Mabee                                     | 905 W Riverside Ave #610 Great Western Bldg  | Office Upper   | 1353  |             | \$ 135   |      |
| 3 | 12 | Gregory S Morrison Attorney                        | 921 W Broadway Ave #302 Broadway Bldg        | Office Upper   | 350   |             | \$ 110   |      |
| 3 | 12 | Thomas R McGarry                                   | 921 W Broadway Ave #205B Broadway Bldg       | Office Upper   | 350   |             | \$ 110   |      |
| 3 | 12 | Law Offices of Christian J Phelps                  | 921 W Broadway Ave #201 Broadway Bldg        | Office Upper   | 498   | •           | \$ 110   |      |
| 3 | 62 | Gamers Arcade Bar                                  | 321 W Sprague Ave                            | Office Ground  | 1094  |             | \$ 120   |      |
| 3 | 12 | Mark R Iverson PS                                  | 921 W Broadway Ave #305 Broadway Bldg        | Office Upper   |       | \$ 110.00   | \$ 110   |      |
| 3 | 24 | USA - Army Recruiting Office                       | 111 W North River Dr #202 River's Edge Bldg  | Exempt         | 1748  |             | \$       | _    |
| 1 | 41 | Brian Gosline                                      | 601 W Main Ave #813 Chase                    | Office Upper   |       | \$ 110.00   | \$ 110   | 0.00 |
| 1 | 41 | RiskLens   | 601 W Main Ave #917 Chase                    | Office Upper   | 3494  |             | \$ 384   |      |
| 2 | 43 | Accountemps and Officeteam                         | 601 W Riverside Ave #960 Bank Of America FC  | Office Upper   |       | \$ 233.60   | \$ 233   |      |
| 2 | 36 | Career Path Services                               | 10 N Post St #200 Peyton Bldg                | Exempt         | 6301  |             | \$       | -    |
| 2 | 36 | Fusion Business Finance, Inc                       | 10 N Post St #214 Peyton Bldg                | Office Upper   |       | \$ 110.00   |          | 0.00 |
| 2 |    | Coffman Engineers                                  | 10 N Post St #500 Peyton Bldg                | Office Upper   |       | \$ 1,429.60 |          |      |
| 2 |    | Congresswoman Cathy McMorris                       | 10 N Post St #625 Peyton Bldg                | Exempt         | 2200  |             | \$ 1,423 | -    |
| 2 |    | National Alliance on Mental Illness (NAMI Spokane) | 10 N Post St #638 Peyton Bldg                | Exempt         | 337   |             | \$       | _    |
| 2 |    | R E J Designs                                      | 10 N Post St #646 Peyton Bldg                | Office Upper   | 180   | •           |          | 0.00 |
| 3 |    | STCU Hutton Branch                                 | 9 S Washington St #101 Hutton Bldg           | Retail Ground  | 2300  |             |          |      |
| 1 | 26 | Mobius Children's Museum                           | 808 W Main Ave #LL RPS                       | Exempt         | 16400 |             | _        | -    |
| 1 |    | Davis' Watch-Clock-Jewelry Repair                  | 511 W Main Ave #203 Parkade Plaza            | Retail Skywalk | 545   |             | 1 7      | 7.15 |
| 2 |    | Hallett's Chocolates                               | 1025 W 1st Ave                               | Retail Ground  | 710   |             |          | 0.00 |



| 3 | 61 | David J. Groesbeck P.S.                 | 313 W Riverside Ave Morgan                   | Office Ground   | 1700  | \$ 187.00    | \$ | 187.00   |
|---|----|---|--|-----------------|-------|--------------|----|----------|
| 2 | 51 | Sushi.com                               | 430 W Main Ave                               | Retail Ground   | 4700  | \$ 705.00    | \$ | 705.00   |
| 1 | 34 | Travelers Property Casualty             | 707 W Main Ave #300 Crescent Court           | Office Upper    | 40000 | \$ 4,400.00  | \$ | 4,400.00 |
| 3 | 24 | Red Lion Hotels Corporation             | 201 W North River Dr #100 RLH Bldg           | Office Ground   | 9308  | \$ 1,023.88  | \$ | 1,023.88 |
| 3 | 81 | Bonded Adjustment Co.                   | 1229 W 1st Ave                               | Retail Ground   | 4306  | \$ 516.72    | \$ | 516.72   |
| 2 | 54 | Markam Group Inc PS                     | 421 W Riverside Ave #1060 Paulsen Center     | Office Upper    | 2791  | \$ 279.10    | \$ | 279.10   |
| 2 | 37 | Morgan Stanley Smith Barney             | 717 W Sprague Ave #500 WTFC                  | Office Upper    | 11048 | \$ 1,104.80  | \$ | 1,104.80 |
| 3 | 25 | Doubletree by Hilton Hotel              | 322 N Spokane Falls Ct                       | Hotels & Motels | 367   | \$ 9,175.00  | \$ | 9,175.00 |
| 2 | 56 | Thai On First                           | 411 W 1st Ave                                | Retail Ground   | 2250  | \$ 337.50    | \$ | 337.50   |
| 2 | 53 | Hutton Settlement                       | 422 W Riverside Ave. #931 USBank Bldg        | Exempt          | 877   | \$ -         | \$ | -        |
| 2 | 53 | Yoder, Medina, Campbell                 | 422 W Riverside Ave #500 USBank Bldg         | Office Upper    | 1270  | \$ 127.00    | \$ | 127.00   |
| 1 | 41 | Digatron LLC                            | 120 N Wall St #300 The One Twenty            | Office Upper    | 3400  | \$ 374.00    | \$ | 374.00   |
| 3 | 12 | On Broadway Salon & Spa                 | 915 W Broadway Ave WA 99201                  | Retail Ground   | 3000  | \$ 360.00    | \$ | 360.00   |
| 3 | 13 | Alexander York - The Salon & Barbershop | 628 N Monroe St Holmes Bldg                  | Retail Ground   | 1000  | \$ 120.00    | \$ | 120.00   |
| 2 | 19 | Litho Art Printers, Inc.                | 118 S Lincoln St                             | Manufacturing   | 7000  | \$ 700.00    | \$ | 700.00   |
| 2 | 52 | Visionary Communications Inc            | 118 N Stevens St 118 Building                | Office Ground   | 647   | \$ 90.58     |    |          |
| 2 | 52 | Visionary Communications Inc            | 118 N Stevens St 118 Building                | Office Upper    | 4027  | \$ 402.70    |    |          |
| 2 | 52 | Visionary Communications Inc            | 118 N Stevens St 118 Building                | Office Basement | 2007  | \$ 200.70    | \$ | 693.98   |
| 2 | 54 | Bliss Hair Salon                        | 421 W Riverside Ave #106 Paulsen Center      | Retail Ground   | 1139  | \$ 170.85    | \$ | 170.85   |
| 2 | 36 | Landau Associates Inc                   | 10 N Post St #218 Peyton Bldg                | Office Upper    | 1519  | \$ 151.90    | \$ | 151.90   |
| 1 | 34 | Ridler Piano Bar                        | 718 W Riverside Ave 718 Bldg                 | Retail Ground   | 3152  | \$ 851.04    | \$ | 851.04   |
| 1 | 34 | Bruchi's                                | 707 W Main Ave #A1 Crescent Court            | Retail Ground   | 1803  | \$ 486.81    | \$ | 486.81   |
| 2 | 54 | Tony Roslund Photography + Motion       | 421 W Riverside Ave #105 Paulsen Center      | Retail Ground   | 1600  | \$ 240.00    | \$ | 240.00   |
| 1 | 34 | Starbuck's Coffee                       | 721 W Main Ave Crescent Court                | Retail Ground   | 1680  | \$ 453.60    | \$ | 453.60   |
| 1 | 32 | Runner's Soul                           | 221 N Wall St #127 Old City Hall             | Retail Ground   | 2704  |              |    | 730.08   |
| 2 | 36 | Washington Trust Bank                   | 10 N Post St #325 Peyton Bldg                | Office Upper    | 3882  | \$ 388.20    |    | 388.20   |
| 3 | 12 | North by Northwest Productions          | 903 W Broadway Ave                           | Office Ground   | 3000  | \$ 330.00    | \$ | 330.00   |
| 3 | 22 | Spokane Federal Credit Union            | 601 W Mallon Ave                             | Office Ground   | 12828 |              | \$ | 1,411.08 |
| 2 | 53 | Wiley's Downtown Bistro                 | 115 N Washington St #1st Fl Jockey Club Bldg | Retail Ground   | 1933  | \$ 289.95    |    | 289.95   |
| 1 | 26 | Chico's                                 | 808 W Main Ave #101 RPS                      | Retail Ground   | 3729  |              |    | 1,006.83 |
| 1 | 26 | Ben Bridge Jeweler                      | 808 W Main Ave #103 RPS                      | Retail Ground   | 1475  |              |    | 398.25   |
| 1 | 26 | Tomato Street                           | 808 W Main Ave #106 RPS                      | Retail Ground   | 7088  |              | _  | 1,913.76 |
| 1 | 26 | Tortilla Union                          | 822 W Main Ave #109 RPS                      | Retail Ground   | 4091  | •            | -  | 1,104.57 |
| 1 | 26 | Williams-Sonoma                         | 818 W Main Ave #110 RPS                      | Retail Ground   | 4699  | \$ 1,268.73  |    | 1,268.73 |
| 1 | 26 | Rocky Mountain Chocolate Factory        | 808 W Main Ave #147 RPS                      | Retail Skywalk  |       | \$ 110.00    |    | 110.00   |
| 1 | 26 | Bath & Body Works                       | 808 W Main Ave #203 RPS                      | Retail Skywalk  | 2400  |              | _  | 648.00   |
| 1 | 26 | GAP/Gap Kids                            | 808 W Main Ave #231 RPS                      | Retail Skywalk  |       | \$ 2,373.30  |    | 2,373.30 |
| 1 | 26 | AMC Theatres Riverpark Square 20        | 808 W Main Ave #334 RPS                      | Theaters        | 1586  |              | _  | 4,948.32 |
| 1 | 26 | Anderson & Co.                          | 814 W Main Ave #111 RPS                      | Retail Ground   | 3835  |              |    | 1,035.45 |
| 2 | 17 | Inland Mortgage                         | 910 W Sprague Ave                            | Office Ground   | 4000  |              |    | 560.00   |
| 2 | 17 | Griffiths, Dreher & Evans PS CPAs       | 906 W Sprague Ave                            | Office Ground   | 4000  |              |    | 560.00   |
| 2 |    | Chronicle Production Facility           | 1 N Monroe St                                | Manufacturing   |       | \$ 17,690.50 |    |          |
| 1 | 34 | Red Robin Gourmet Burgers and Brews     | 725 W Main Ave Crescent Court                | Retail Ground   | 8632  |              |    | 2,330.64 |
| 1 | 34 | Umpqua Bank                             | 707 W Main Ave #500 Crescent Court           | Office Upper    | 12738 | . ,          |    | 1,401.18 |
| 1 |    | Umpqua Bank                             | 707 W Main Ave #600 Crescent Court           | Office Upper    | 24140 | •            |    | 2,655.40 |
| 2 |    | Steve Cote & Scot Pyle                  | 421 W Riverside Ave #904 Paulsen Center      | Office Upper    | 704   |              |    | 110.00   |
| 2 |    | Zayo Bandwidth NW                       | 422 W Riverside Ave #317 USBank Bldg         | Office Upper    | 396   |              |    | 110.00   |
| 2 |    | Cutting Edge Communications             | 422 W Riverside Ave #516 USBank Bldg         | Office Upper    | 1380  |              |    | 138.00   |
| 1 | 41 | John K. Weigand P.S.                    | 601 W Main Ave #812 Chase Page 10            | Office Upper    | 1120  | \$ 123.20    | \$ | 123.20   |



| 1 | 41 | James J. Workland                              | 601 W Main Ave #814 Chase                    | Office Upper       | 1059  | \$   | 116.49   | \$ | 116.49   |
|---|----|--|--|--------------------|-------|------|----------|----|----------|
| 1 | 28 | Lincoln Parking Garage                         | 818 W Riverside Ave #300 Lincoln Plaza       | Commercial Parking | 260   | \$   | 975.00   | \$ | 975.00   |
| 2 | 9  | Brooklyn Deli & Lounge                         | 1001 W 1st Ave Montvale Block                | Retail Ground      | 3900  | \$   | 585.00   | \$ | 585.00   |
| 1 | 26 | Sephora  | 808 W Main Ave #233 RPS                      | Retail Skywalk     | 3788  | \$ 1 | ,022.76  | \$ | 1,022.76 |
| 1 | 26 | Sushi Maru                                     | 808 W Main Ave #105 RPS                      | Retail Ground      | 5600  | \$ 1 | ,512.00  | \$ | 1,512.00 |
| 1 | 26 | Go Wireless                                    | 808 W Main Ave #212 RPS                      | Retail Skywalk     | 1891  | \$   | 510.57   | \$ | 510.57   |
| 1 | 33 | Banana Republic                                | 722 W Main Ave #115 RPS                      | Retail Ground      | 6519  | \$ 1 | ,760.13  | \$ | 1,760.13 |
| 1 | 26 | Twigs Bistro & Martini Bar                     | 808 W Main Ave #322 RPS                      | Retail Skywalk     | 6563  | \$ 1 | ,772.01  | \$ | 1,772.01 |
| 1 | 33 | Pottery Barn                                   | 718 W Main Ave #119 RPS                      | Retail Ground      | 9625  | \$ 2 | 2,598.75 | \$ | 2,598.75 |
| 1 | 33 | The North Face                                 | 714 W Main Ave #121 RPS                      | Retail Ground      | 7381  | \$ 1 | ,992.87  | \$ | 1,992.87 |
| 3 | 58 | Central Parking                                | 220 W Main Ave                               | Commercial Parking | 52    | \$   | 130.00   | \$ | 130.00   |
| 3 | 68 | Luigi's Restaurant                             | 225 W Main Ave                               | Commercial Parking | 70    | \$   | 175.00   | \$ | 175.00   |
| 3 | 68 | Diamond Parking                                | 247 W Main Main & Bernard                    | Commercial Parking | 48    | \$   | 120.00   | \$ | 120.00   |
| 2 | 51 | Ampco Parking                                  | 400 W Main Ave                               | Commercial Parking | 60    | \$   | 187.20   | \$ | 187.20   |
| 2 | 55 | Diamond Parking                                | Sprague & Washington                         | Commercial Parking | 121   | \$   | 377.52   | \$ | 377.52   |
| 3 | 64 | STCU Parking                                   | 333 W Sprague Ave                            | Commercial Parking | 100   | \$   | 250.00   | \$ | 250.00   |
| 2 | 17 | Berserk Bar                                    | 125 S Stevens Street                         | Retail Ground      | 2400  | \$   | 360.00   | \$ | 360.00   |
| 2 | 19 | Barnett Properties                             | 923 W 1st Ave                                | Commercial Parking | 50    | \$   | 156.00   | \$ | 156.00   |
| 3 | 66 | Chili's Bar & Grill                            | 207 W Spokane Falls Blvd                     | Retail Ground      | 5417  | \$   | 650.04   |    |          |
| 3 | 66 | Chili's Bar & Grill                            | 207 W Spokane Falls Blvd                     | Commercial Parking | 50    | \$   | 125.00   | \$ | 775.04   |
| 2 | 48 | HartCrowser                                    | 505 W Riverside Ave #205 Fernwell Bldg       | Office Upper       | 1449  | \$   | 144.90   | \$ | 144.90   |
| 3 | 85 | Rogue Salon                                    | 108 S Cedar St Grand Coulee Bldg             | Retail Ground      | 523   | \$   | 110.00   | \$ | 110.00   |
| 2 | 51 | Community Health Association of Spokane (CHAS) | 203 N Washington St #202 Liberty Bldg        | Exempt             | 1320  | \$   | -        | \$ | -        |
| 3 | 68 | Luigi's Italian Restaurant and Deli            | 245 W Main Ave                               | Retail Ground      | 5700  | \$   | 684.00   | \$ | 684.00   |
| 2 | 43 | Konica Minolta Business Solutions USA          | 601 W Riverside Ave #431 Bank Of America FC  | Office Upper       | 1938  | \$   | 193.80   | \$ | 193.80   |
| 2 | 53 | Century Link                                   | 422 W Riverside Ave #1510 USBank Bldg        | Office Upper       | 215   | \$   | 110.00   | \$ | 110.00   |
| 2 | 53 | Zayo Bandwidth NW                              | 422 W Riverside Ave #325 USBank Bldg         | Office Upper       | 1565  | \$   | 156.50   | \$ | 156.50   |
| 2 | 53 | Zayo Bandwidth NW                              | 422 W Riverside Ave #326 USBank Bldg         | Office Upper       | 781   | \$   | 110.00   | \$ | 110.00   |
| 2 | 53 | MCI Worldcom                                   | 422 W Riverside Ave #1415 USBank Bldg        | Office Upper       | 1334  | \$   | 133.40   | \$ | 133.40   |
| 3 | 66 | FedEx Office Print & Ship Center               | 259 W Spokane Falls Blvd Fruci               | Retail Ground      | 4953  | \$   | 594.36   | \$ | 594.36   |
| 2 | 17 | Greg Thomas Consulting                         | 905 W Riverside Ave #407 Great Western Bldg  | Office Upper       | 434   | \$   | 110.00   | \$ | 110.00   |
| 2 | 36 | Craft3   | 10 N Post St #220 Peyton Bldg                | Office Upper       | 1500  | \$   | 150.00   | \$ | 150.00   |
| 2 | 36 | Michael J Delay PS                             | 10 N Post St #301 Peyton Bldg                | Office Upper       | 811   | \$   | 110.00   | \$ | 110.00   |
| 2 | 36 | Standard Insurance Co                          | 10 N Post St #309 Peyton Bldg                | Office Upper       | 1590  | \$   | 159.00   | \$ | 159.00   |
| 2 | 36 | State of Washington                            | 10 N Post St #446 Peyton Bldg                | Exempt             | 185   | \$   | -        | \$ | -        |
| 1 | 47 | Indaba Coffee Roasters                         | 518 W Riverside Ave                          | Office Ground      | 11300 | \$ 1 | ,695.00  | \$ | 1,695.00 |
| 2 | 29 | Mystery Lofts                                  | 820 W Sprague Ave Mystery Bldg               | Apartments         | 4     | \$   | 110.00   | \$ | 110.00   |
| 1 | 41 | Jigsaw   | 601 W Main Ave #103 Chase                    | Retail Ground      | 2401  | \$   | 648.27   | \$ | 648.27   |
| 3 | 69 | The Riff                                       | 215 W Main Ave                               | Retail Ground      | 300   | \$   | 110.00   | \$ | 110.00   |
| 1 | 34 | Travelers Property Casualty                    | 707 W Main Ave #700 Crescent Court           | Office Upper       | 20424 | \$ 2 | 2,246.64 | \$ | 2,246.64 |
| 1 | 26 | Fan Suite                                      | 808 W Main Ave #301 RPS                      | Retail Upper       | 1060  | \$   | 116.60   | \$ | 116.60   |
| 1 | 26 | Panda Express                                  | 808 W Main Ave #FC-4 RPS                     | Retail Upper       | 798   | \$   | 110.00   |    | 110.00   |
| 1 | 26 | Aveda Environmental Lifestyle Store            | 808 W Main Ave #211 RPS                      | Retail Skywalk     | 1000  |      | 270.00   | \$ | 270.00   |
| 1 | 26 | Red Foxx Sports                                | 808 W Main Ave #108 RPS                      | Retail Ground      | 2470  | \$   | 666.90   |    | 666.90   |
| 2 | 9  | Whistle Punk                                   | 122 S Monroe St #A Railside Center           | Retail Ground      | 2278  | \$   | 341.70   | \$ | 341.70   |
| 3 |    | J. Mikalson Antiques & Decorative Arts         | 1219 W 1st Ave                               | Office Ground      | 1000  | •    | 110.00   | •  | 110.00   |
| 2 |    | Clearwater Paper Corp                          | 601 W Riverside Ave #1100 Bank Of America FC | Office Upper       | 15856 | \$ 1 | ,585.60  | \$ | 1,585.60 |
| 1 |    | Moloney & O'Neill                              | 818 W Riverside Ave #800 Lincoln Plaza       | Office Upper       | 11064 |      | ,217.04  |    | 1,217.04 |
| 1 | 26 | White House Black Market                       | 808 W Main Ave #104 RPS Page 11              | Retail Ground      | 3200  | \$   | 864.00   | \$ | 864.00   |



| 1 | 41 | Thomas Hammer Coffee             | 601 W Main Ave #101 Chase                   | Retail Ground      | 1333 \$  | 359.91   | \$<br>359.91   |
|---|----|----------------------------------|---|--------------------|----------|----------|----------------|
| 2 | 29 | Helix Tasting Room               | 824 W Sprague Ave Michael Bldg              | Retail Ground      | 800 \$   | 120.00   | \$<br>120.00   |
| 3 | 69 | Roloff Digital Forensics LLC     | 225 W Main Ave #100 Edwards Bldg            | Office Ground      | 3000 \$  | 330.00   | \$<br>330.00   |
| 3 | 69 | Hawkins Edwards                  | 225 W Main Ave #200 Edwards Bldg            | Office Upper       | 6000 \$  | 540.00   | \$<br>540.00   |
| 3 | 69 | McNeice Wheeler, Attorneys       | 221 W Main Ave #100                         | Retail Ground      | 3000 \$  | 360.00   | \$<br>360.00   |
| 3 | 69 | Financial Management Inc         | 221 W Main Ave #200 Edwards Bldg            | Office Upper       | 3000 \$  | 270.00   | \$<br>270.00   |
| 2 | 49 | Downtown Groceries               | 525 W Sprague Ave Symons Bldg               | Retail Ground      | 3130 \$  | 469.50   | \$<br>469.50   |
| 3 | 80 | KHQ Inc                          | 1201 W Sprague Ave                          | Office Ground      | 34245 \$ | 3,766.95 |                |
| 3 | 80 | KHQ Inc                          | 1201 W Sprague Ave                          | Office Upper       | 21329 \$ | 1,919.61 |                |
| 3 | 80 | KHQ Inc                          | 1201 W Sprague Ave                          | Commercial Parking | 78 \$    | 195.00   | \$<br>5,881.56 |
| 3 | 76 | Cowles Publishing Parking Garage | 1102 W Sprague Ave                          | Commercial Parking | 210 \$   | 525.00   | \$<br>525.00   |
| 3 | 24 | Oxford Suites Downtown           | 115 W North River Dr                        | Hotels & Motels    | 125 \$   | 3,125.00 | \$<br>3,125.00 |
| 3 | 67 | Seven2 and 14Four                | 244 W Main Ave                              | Office Ground      | 9000 \$  | 990.00   |                |
| 3 | 67 | Seven2 and 14Four                | 244 W Main Ave                              | Office Upper       | 9000 \$  | 810.00   | \$<br>1,800.00 |
| 2 | 55 | Galactic Dungeon Studios LLC     | 7 S Stevens St                              | Retail Ground      | 1645 \$  | 246.75   | \$<br>246.75   |
| 2 | 30 | The Jewel Box Salon              | 827 W 1st Ave #101 Courtyard Office Center  | Retail Ground      | 1200 \$  | 180.00   | \$<br>180.00   |
| 2 | 31 | Davenport Historic Hotel         | 10 S Post St Davenport Hotel                | Hotels & Motels    | 284 \$   | 7,100.00 | \$<br>7,100.00 |
| 2 | 55 | Gemelli's                        | 418 W 1st Ave                               | Retail Ground      | 1401 \$  | 210.15   |                |
| 2 | 55 | Gemelli's                        | 418 W 1st Ave                               | Office Upper       | 1401 \$  | 140.10   | \$<br>350.25   |
| 2 | 9  | Gilded Unicorn                   | 110 S Monroe St Montvale Block              | Retail Ground      | 2100 \$  | 315.00   | \$<br>315.00   |
| 2 | 31 | LPL Financial                    | 111 S Post St #2295 Davenport Tower         | Office Upper       | 560 \$   | 110.00   | \$<br>110.00   |
| 1 | 26 | Leland's                         | 808 W Main Ave #243 RPS                     | Retail Upper       | 680 \$   | 110.00   | \$<br>110.00   |
| 3 | 24 | Red Lion Hotels Corporation      | 201 W North River Dr #332 RLH Bldg          | Office Upper       | 520 \$   | 110.00   | \$<br>110.00   |
| 3 | 83 | Fringe & Fray                    | 1325 W 1st Ave #102 Eldridge Bldg           | Retail Ground      | 1800 \$  | 216.00   | \$<br>216.00   |
| 2 | 30 | Memories By Design               | 827 W 1st Ave #301 Courtyard Office Center  | Office Upper       | 1950 \$  | 195.00   | \$<br>195.00   |
| 2 | 30 | Worldwide Express                | 827 W 1st Ave #308 Courtyard Office Center  | Office Upper       | 783 \$   | 110.00   | \$<br>110.00   |
| 2 | 30 | Big Show Mobile                  | 827 W 1st Ave #309 Courtyard Office Center  | Office Upper       | 250 \$   | 110.00   | \$<br>110.00   |
| 2 | 30 | Pacific NW Health                | 827 W 1st Ave #317 Courtyard Office Center  | Office Upper       | 250 \$   | 110.00   | \$<br>110.00   |
| 1 | 26 | Connect Wireless                 | 808 W Main Ave #307 RPS                     | Retail Upper       | 1827 \$  | 200.97   | \$<br>200.97   |
| 2 | 54 | Law Office of Robert Crick LLC   | 421 W Riverside Ave #1560 Paulsen Center    | Office Upper       | 466 \$   | 110.00   | \$<br>110.00   |
| 2 | 17 | Svennungsen Law Office           | 905 W Riverside Ave #504 Great Western Bldg | Office Upper       | 445 \$   | 110.00   | \$<br>110.00   |
| 2 | 17 | ACE Wholesale                    | 905 W Riverside Ave #203 Great Western Bldg | Office Upper       | 195 \$   | 110.00   | \$<br>110.00   |
| 3 | 24 | Stearns Lending                  | 111 W North River Dr #205 River's Edge Bldg | Office Upper       | 2272 \$  | 204.48   | \$<br>204.48   |
| 2 | 36 | Shop Around the Corner           | 10 N Post St #102 Peyton Bldg               | Retail Ground      | 1353 \$  | 202.95   | \$<br>202.95   |
| 2 | 31 | Davenport Spa-Salon              | 10 S Post St Davenport Hotel                | Exempt             | 5000 \$  | -        | \$<br>-        |
| 1 | 35 | Pizza Rita                       | 701 W Riverside Ave #B4 STA Plaza           | Retail Skywalk     | 907 \$   | 244.89   | \$<br>244.89   |
| 2 | 54 | Specialty Training               | 421 W Riverside Ave #252 Paulsen Center     | Office Upper       | 4578 \$  | 457.80   | \$<br>457.80   |
| 2 | 54 | Fairway Independent Mortgage     | 421 W Riverside Ave #319 Paulsen Center     | Office Upper       | 2300 \$  | 230.00   | \$<br>230.00   |
| 2 | 54 | The Decal Factory                | 421 W Riverside Ave #400 Paulsen Center     | Office Upper       | 1861 \$  | 186.10   | \$<br>186.10   |
| 2 | 36 | Cougar Crest Estate Winery       | 8 N Post St #6 Peyton Bldg                  | Retail Ground      | 1260 \$  | 189.00   | \$<br>189.00   |
| 1 | 34 | TD Ameritrade                    | 707 W Main Ave #A3 Crescent Court           | Office Ground      | 1654 \$  | 248.10   | \$<br>248.10   |
| 3 | 22 | Cashmere                         | 621 W Mallon Ave #303 Flour Mill            | Retail Upper       | 816 \$   | 110.00   | \$<br>110.00   |
| 3 | 22 | Chateau Rive                     | 621 W Mallon Ave #100 Flour Mill            | Retail Ground      | 5215 \$  | 625.80   | 625.80         |
| 2 | 54 | Owen Vanderbrug                  | 421 W Riverside Ave #416B Paulsen Center    | Office Upper       | 351 \$   | 110.00   | 110.00         |
| 2 | 54 | Bohrnsen SSL&A PLLC              | 421 W Riverside Ave #503 Paulsen Center     | Office Upper       | 872 \$   | 110.00   | \$<br>110.00   |
| 2 | 54 | Law Office of Jacqueline Porter  | 421 W Riverside Ave #709 Paulsen Center     | Office Upper       | 398 \$   | 110.00   | \$<br>110.00   |
| 1 | 26 | Taco Del Mar                     | 808 W Main Ave #FC-8 RPS                    | Retail Upper       | 802 \$   | 110.00   | \$<br>110.00   |
| 3 | 3  | T's Lounge                       | 703 N Monroe St #A Dresden Bldg             | Office Ground      | 1000 \$  | 110.00   | \$<br>110.00   |
| 1 | 28 | Banner Bank                      | 802 W Riverside Ave #100 Banner Bank Bldg   | Office Ground      | 12724 \$ | 1,908.60 | \$<br>1,908.60 |



| 1<br>1<br>1<br>1 | 26<br>26 | Subway                                  |   |                               | 636 \$   |                  |          | 110.00   |
|------------------|----------|---|---|-------------------------------|----------|------------------|----------|----------|
| 1                |          | J Jill                                  | 808 W Main Ave #FC-2 RPS<br>808 W Main Ave #107 RPS | Retail Upper<br>Retail Ground | 3000 \$  | 110.00<br>810.00 |          | 810.00   |
|                  |          | Advanced Aesthetics                     | 522 W Riverside Ave #202 Fidelity Bldg              | Retail Upper                  | 2045 \$  | 224.95           | \$       | 224.95   |
|                  |          | Lincoln Barber Shop                     | 601 W Main Ave #209 Chase                           | Retail Skywalk                | 663 \$   | 179.01           | \$       | 179.01   |
| 2                |          | PUD Dist #1 of Pend Oreille County      | 422 W Riverside Ave #1511 USBank Bldg               | Office Upper                  | 150 \$   | 110.00           | \$       | 110.00   |
| 2                | 30       | New American Mortgage                   | 827 W 1st Ave #225 Courtyard Office Center          | Office Upper                  | 1563 \$  | 156.30           | Ś        | 156.30   |
| 2                |          | Every Woman Can                         | 827 W 1st Ave #320 Courtyard Office Center          | Exempt                        | 500 \$   | -                | \$       | _        |
| 2                |          | The BIG TABLE                           | 827 W 1st Ave #425 Courtyard Office Center          | Exempt                        | 1640 \$  | -                | \$       | -        |
| 3                |          | Belsby Engineering LLC                  | 1325 W 1st Ave #204 Eldridge Bldg                   | Office Upper                  | 2783 \$  | 250.47           | \$       | 250.47   |
| 3                |          | DMC Properties                          | 1325 W 1st Ave #210 Eldridge Bldg                   | Office Upper                  | 894 \$   | 110.00           | Ś        | 110.00   |
| 2                |          | Va Piano Winery                         | 10 S Post St Davenport Hotel                        | Retail Ground                 | 250 \$   | 110.00           | Ś        | 110.00   |
| 3                |          | Sayre & Sayre                           | 201 W North River Dr #460 RLH Bldg                  | Office Upper                  | 2989 \$  | 269.01           | \$       | 269.01   |
| 3                |          | Farmers Insurance Exchange              | 201 W North River Dr #450 RLH Bldg                  | Office Upper                  | 3286 \$  | 295.74           | \$       | 295.74   |
| 1                |          | Oil & Vinegar                           | 808 W Main Ave #201 RPS                             | Retail Upper                  | 1193 \$  | 131.23           | Ś        | 131.23   |
| 2                |          | Satori Dance                            | 122 S Monroe St #103 Railside Center                | Retail Ground                 | 1400 \$  | 210.00           | Ś        | 210.00   |
| 1                |          | Wholesale Floors, LLC                   | 722 W Riverside Ave Global Credit Union             | Office Ground                 | 3000 \$  | 450.00           | \$       | 450.00   |
| 1                |          | Bistango Martini Lounge                 | 108 N Post St                                       | Retail Ground                 | 1000 \$  | 270.00           | Ś        | 270.00   |
| 3                |          | Imortel Spa and Agility Massage         | 227 W Riverside Ave #A Havermale Park               | Retail Ground                 | 1200 \$  | 144.00           | \$       | 144.00   |
| 2                |          | Montvale Hotel                          | 1005 W 1st Ave Montvale Block                       | Hotels & Motels               | 36 \$    | 900.00           |          | 900.00   |
| 1                |          | Ben & Jerry's Scoop Shop                | 808 W Main Ave #FC-10 RPS                           | Retail Upper                  | 326 \$   | 110.00           | \$       | 110.00   |
| 3                |          | Trackside Studio Ceramic Art Gallery    | 115 S Adams St Adams Street Lofts                   | Retail Ground                 | 800 \$   | 110.00           | Ś        | 110.00   |
| 3                | 79       | Julie Elaine                            | 115 S Adams St #4 Adams Street Lofts                | Retail Ground                 | 750 \$   | 110.00           | \$       | 110.00   |
| 3                |          | Sweet Frostings                         | 9 S Washington St #111/115 Hutton Bldg              | Retail Ground                 | 3674 \$  | 440.88           | Ś        | 440.88   |
| 3                |          | Paige Numata PhD                        | 108 N Washington St #421 - 422 Legion Bldg          | Office Upper                  | 537 \$   | 110.00           | \$       | 110.00   |
| 1                |          | STCU Downtown Branch                    | 207 N Wall St #101 Saad Bldg                        | Office Upper                  | 1650 \$  | 181.50           | <b>T</b> |          |
| 1                |          | STCU Downtown Branch                    | 207 N Wall St #101 Saad Bldg                        | Retail Skywalk                | 750 \$   | 202.50           | \$       | 384.00   |
| 3                |          | Garageland                              | 230 W Riverside Ave                                 | Retail Ground                 | 3234 \$  | 388.08           | Ś        | 388.08   |
| 3                |          | The House of Pop                        | 227 W Riverside Ave #C Havermale Park               | Retail Ground                 | 800 \$   | 110.00           | Ś        | 110.00   |
| 2                | 18       | The District Bar                        | 916 W 1st Ave Western Center                        | Retail Ground                 | 5775 \$  | 866.25           | \$       | 866.25   |
| 3                |          | Sherwood Apartments                     | 123 N Bernard St                                    | Apartments                    | 33 \$    | 123.75           | \$       | 123.75   |
| 1                | 26       | Pendleton                               | 808 W Main Ave #218                                 | Retail Skywalk                | 3150 \$  | 850.50           | Ś        | 850.50   |
| 3                |          | Anthony's Homeport at Spokane Falls     | 510 N Lincoln St                                    | Retail Ground                 | 8632 \$  | 1,035.84         | Ť        |          |
| 3                |          | Anthony's Homeport at Spokane Falls     | 510 N Lincoln St                                    | Retail Upper                  | 2038 \$  | 183.42           | Ś        | 1,219.26 |
| 2                |          | Coffee Cup Café                         | 422 W Riverside Ave #102 USBank Bldg                | Retail Skywalk                | 294 \$   | 110.00           | Ś        | 110.00   |
| 2                |          | Amy Hauer LMP                           | 827 W 1st Ave #414 Courtyard Office Center          | Retail Upper                  | 252 \$   | 110.00           | Ś        | 110.00   |
| 1                |          | Polka Dot Pottery                       | 808 W Main Ave #225 RPS                             | Retail Skywalk                | 1768 \$  | 477.36           | Ś        | 477.36   |
| 1                | 26       | Classic Burger                          | 808 W Main Ave #FC-5 RPS                            | Retail Upper                  | 784 \$   | 110.00           | Ś        | 110.00   |
| 1                | 26       | Auntie Anne's Pretzels                  | 808 W Main Ave #222 RPS                             | Retail Skywalk                | 344 \$   | 110.00           | Ś        | 110.00   |
| 3                |          | Lutheran Community Services Northwest   | 210 W Sprague Ave Havermale Park                    | Exempt                        | 22393 \$ | -                | Ś        | -        |
| 1                | 26       | Miso Fresh Asian                        | 808 W Main Ave #FC-6 RPS                            | Retail Upper                  | 571 \$   | 110.00           | \$       | 110.00   |
| 3                | 24       | Assured Home Health                     | 111 W North River Dr #204 River's Edge Bldg         | Office Upper                  | 2218 \$  | 199.62           |          | 199.62   |
| 2                |          | Noel Communications Inc                 | 422 W Riverside Ave #1504 USBank Bldg               | Office Upper                  | 1088 \$  | 110.00           |          | 110.00   |
| 2                |          | Zayo Bandwidth NW                       | 422 W Riverside Ave #616 USBank Bldg                | Office Upper                  | 506 \$   | 110.00           |          | 110.00   |
| 3                |          | Airpol LLC / KOA Ventures LLC           | 108 N Washington St #305 Legion Bldg                | Office Upper                  | 2550 \$  | 229.50           |          | 229.50   |
| 3                |          | VickerMan & Driscoll Financial Advisors | 108 N Washington St #300 Legion Bldg                | Office Upper                  | 1756 \$  | 158.04           |          | 158.04   |
| 2                |          | Global Distribution                     | 827 W 1st Ave #416 Courtyard Office Center          | Retail Upper                  | 1250 \$  | 125.00           |          | 125.00   |
| 2                |          | NDM Technologies                        | 827 W 1st Ave #121 Courtyard Office Center          | Retail Ground                 | 2485 \$  | 372.75           |          | 372.75   |
| 2                |          | Mike Volz, House Republican             | 827 W 1st Ave #423 Courtyard Office Center          | Exempt                        | 250 \$   | -                | \$       | -        |
|                  |          | 7 Storms Advertising                    | 1325 W 1st Ave #206 Eldridge Bldg                   | Office Upper                  | 607 \$   | 110.00           |          | 110.00   |



| 3 | 83 | Chris Bradley                           | 1325 W 1st Ave #216 Eldridge Bldg                | Office Upper       | 270  | \$ 1   | 10.00  | \$ | 110.00   |
|---|----|---|--|--------------------|------|--------|--------|----|----------|
| 3 | 83 | Erika Klossner Counseling               | 1325 W 1st Ave #218 Eldridge Bldg                | Office Upper       | 245  | \$ 1   | 10.00  | \$ | 110.00   |
| 3 | 83 | Associates for Health and Wellness      | 1325 W 1st Ave #226 Eldridge Bldg                | Office Upper       | 1375 | \$ 1   | 23.75  | \$ | 123.75   |
| 3 | 63 | Upper Glen                              | 309 W Riverside Ave Glen Dow Bldg                | Retail Ground      | 751  | \$ 1   | 10.00  | \$ | 110.00   |
| 1 | 34 | Lululemon                               | 707 W Main Ave Crescent Court #A6 Crescent Court | Retail Ground      | 3812 | \$ 1,0 | 29.24  | \$ | 1,029.24 |
| 3 | 24 | Imperial PFS                            | 201 W North River Dr #301 RLH Bldg               | Office Upper       | 2396 | \$ 2   | 15.64  | \$ | 215.64   |
| 3 | 24 | Trans Canada                            | 201 W North River Dr #505 RLH Bldg               | Office Upper       | 6822 | \$ 6   | 13.98  | \$ | 613.98   |
| 2 | 54 | Parke Gordon LLC                        | 421 W Riverside Ave #256 Paulsen Center          | Office Upper       | 800  | \$ 1   | 10.00  | \$ | 110.00   |
| 2 | 54 | Stone Creek Insurance Agency Inc        | 421 W Riverside Ave #258 Paulsen Center          | Office Skywalk     | 1000 | \$ 1   | 40.00  | \$ | 140.00   |
| 3 | 64 | Assisted Life Solutions LLC             | 308 W 1st Ave #202 Lorraine Bldg                 | Office Upper       | 150  | \$ 1   | 10.00  | \$ | 110.00   |
| 3 | 64 | Aurora Natural Resources Group Inc      | 308 W 1st Ave #203 Lorraine Bldg                 | Office Upper       | 100  | \$ 1   | 10.00  | \$ | 110.00   |
| 3 | 64 | Channel Dev LLC                         | 308 W 1st Ave #311 Lorraine Bldg                 | Office Upper       | 200  | \$ 1   | 10.00  | \$ | 110.00   |
| 2 | 17 | Philip Murphy - PLM Investment Advisors | 421 W Riverside Ave #1046 Paulsen Center         | Office Upper       | 299  | \$ 1   | 10.00  | \$ | 110.00   |
| 2 | 19 | Maud Artistry                           | 920 W 1st Ave Western Center                     | Retail Ground      | 980  | \$ 1   | 47.00  | \$ | 147.00   |
| 2 | 17 | JT Tech Inc.                            | 905 W Riverside Ave #408 Great Western Bldg      | Office Upper       | 505  | \$ 1   | 10.00  | \$ | 110.00   |
| 1 | 67 | Armitage & Thompson PLLC                | 220 W Main Ave                                   | Office Ground      | 1531 | \$ 2   | 29.65  | \$ | 229.65   |
| 3 | 61 | The Unforgiven Lounge                   | 108 N Washington St #100-103 Legion Bldg         | Retail Upper       | 1348 | \$ 1   | 21.32  |    |          |
| 3 | 61 | The Unforgiven Lounge                   | 108 N Washington St #100-103 Legion Bldg         | Retail Ground      | 2317 | \$ 2   | 78.04  | \$ | 399.36   |
| 3 | 61 | Leftbank Wine Bar                       | 108 N Washington St #105 Legion Bldg             | Retail Ground      | 1113 | \$ 1   | .33.56 | \$ | 133.56   |
| 3 | 13 | Christy Branson, Artist                 | 626 N Monroe                                     | Retail Ground      | 1225 | \$ 1   | 47.00  | \$ | 147.00   |
| 3 | 61 | SDS Realty                              | 108 N Washington St #500 Legion Bldg             | Office Upper       | 3048 | \$ 2   | 74.32  | \$ | 274.32   |
| 3 | 61 | Eowen S Rosentrater Law Office          | 108 N Washington St #302 Legion Bldg             | Office Upper       | 1776 | \$ 1   | 59.84  | \$ | 159.84   |
| 3 | 12 | John Rovtar Design Studio               | 921 W Broadway Ave #203 Broadway Bldg            | Office Upper       | 750  | \$ 1   | 10.00  | \$ | 110.00   |
| 3 | 12 | Cindy Jordan                            | 921 W Broadway Ave #205A Broadway Bldg           | Office Upper       | 500  | \$ 1   | 10.00  | \$ | 110.00   |
| 3 | 12 | Law Offices of Peter March              | 921 W Broadway Ave #201 Broadway Bldg            | Office Upper       | 498  | \$ 1   | 10.00  | \$ | 110.00   |
| 1 | 26 | Francesca's Collections, Inc            | 808 W Main Ave #245 RPS                          | Retail Skywalk     | 1208 | \$ 3   | 26.16  | \$ | 326.16   |
| 3 | 61 | MSI Engineers Inc                       | 108 N Washington St #505 Legion Bldg             | Office Upper       | 3240 | \$ 2   | 91.60  | \$ | 291.60   |
| 3 | 61 | Amanda Kern                             | 108 N Washington St #407 - 408 Legion Bldg       | Office Upper       | 434  | \$ 1   | 10.00  | \$ | 110.00   |
| 2 | 18 | The Knitting Factory                    | 919 W Sprague Ave Western Center                 | Retail Ground      | 6573 | \$ 9   | 85.95  | \$ | 985.95   |
| 2 | 18 | Metropolitan Apartments                 | 908 W 1st Ave Western Center                     | Apartments         | 18   | \$ 1   | 10.00  | \$ | 110.00   |
| 2 | 18 | Western United Life Assurance Company   | 926 W 1st Ave Western Center                     | Commercial Parking | 60   | \$ 1   | 87.20  | \$ | 187.20   |
| 2 | 29 | Office of Chapter 13 Trustee            | 801 W Riverside Ave #515 SRBC Bldg               | Office Upper       | 6291 | \$ 6   | 29.10  |    | 629.10   |
| 2 | 54 | Wood Insurance Network Group            | 421 W Riverside Ave #668 Paulsen Center          | Office Upper       | 338  | \$ 1   | 10.00  | \$ | 110.00   |
| 2 | 54 | ZBA Architecture P.S.                   | 421 W Riverside Ave #860 Paulsen Center          | Office Upper       | 2611 | \$ 2   | 61.10  | \$ | 261.10   |
| 2 | 49 | Law Offices of Maris Baltins            | 7 S Howard St #220 S200B Symons Bldg             | Office Upper       | 1382 | \$ 1   | 38.20  |    |          |
| 2 | 49 | Law Offices of Maris Baltins            | 7 S Howard St #220 S200B Symons Bldg             | Office Upper       | 425  |        | 42.50  | -  | 180.70   |
| 2 | 49 | House of Healing PLLC                   | 7 S Howard St #210 Symons Bldg                   | Retail Upper       | 2228 | \$ 2   | 22.80  | \$ | 222.80   |
| 2 | 49 | Robert Rowley PS                        | 7 S Howard St #218 Symons Bldg                   | Office Upper       | 697  |        | 10.00  | \$ | 110.00   |
| 2 | 49 | Spokane Legal Copy                      | 7 S Howard St #224 Symons Bldg                   | Office Upper       | 741  | \$ 1   | 10.00  | \$ | 110.00   |
| 2 | 49 | Paul DiNenna Jr                         | 7 S Howard St #425 Symons Bldg                   | Office Upper       | 1318 |        | 31.80  |    | 131.80   |
| 2 |    | Full Moon Integrative Therapy           | 7 S Howard St #428 S200D Symons Bldg             | Office Upper       | 698  |        | 10.00  |    | 110.00   |
| 2 |    | KSBN Radio                              | 7 S Howard St #430 Symons Bldg                   | Office Upper       | 484  |        | 10.00  | \$ | 110.00   |
| 3 |    | Lutheran Community Services Northwest   | 9 N Browne St Havermale Park                     | Exempt             | 2500 |        | -      | \$ | -        |
| 2 |    | Star Touch Broadband Services           | 422 W Riverside Ave #1521 USBank Bldg            | Office Upper       | 317  |        | 10.00  |    | 110.00   |
| 2 | 53 | Northwest Access Services               | 422 W Riverside Ave #1520 USBank Bldg            | Office Upper       | 285  |        | 10.00  |    | 110.00   |
| 2 | 30 | Gore Electric                           | 827 W 1st Ave #314 Courtyard Office Center       | Office Upper       | 252  |        | 10.00  |    | 110.00   |
| 2 | 36 | Tempus Cellars                          | 8 N Post St #8 Peyton Bldg                       | Retail Ground      | 1344 |        | 01.60  |    | 201.60   |
| 3 |    | Mountain Lakes Brewing Company          | 201 W Riverside Ave Havermale Park               | Retail Ground      | 1400 |        | .68.00 |    | 168.00   |
| 3 | 72 | The Bartlett                            | 228 W Sprague Ave Havermale Park Page 14         | Retail Ground      | 3000 | \$ 3   | 60.00  | \$ | 360.00   |



| 3 | 72 | nyne Bar & Bistro                | 232 W Sprague Ave Havermale Park              | Retail Ground   | 4300  | \$ 51   | 5.00 | \$ | 516.00   |
|---|----|----------------------------------|---|-----------------|-------|---------|------|----|----------|
| 1 | 26 | Many's Venezuelan Food           | 808 W Main Ave #FC-3 RPS                      | Retail Upper    | 973   | \$ 11   | 0.00 | \$ | 110.00   |
| 1 | 34 | Umpqua Bank                      | 707 W Main Ave #450 Crescent Court            | Office Upper    | 21227 | \$ 2,33 | 4.97 | \$ | 2,334.97 |
| 2 | 48 | Felice Law Offices PS            | 505 W Riverside Ave #210 Fernwell Bldg        | Office Upper    | 2031  | \$ 20   | 3.10 | \$ | 203.10   |
| 1 | 26 | Gaslamp                          | 808 W Main Ave #FC-1 RPS                      | Retail Upper    | 951   | \$ 11   | 0.00 | \$ | 110.00   |
| 1 | 27 | MUV Fitness                      | 809 W Main Ave #212 W 809 Bldg                | Retail Skywalk  | 20390 | \$ 5,50 | 5.30 | \$ | 5,505.30 |
| 3 | 78 | Weathers & Associates Consulting | 105 S Madison St                              | Office Ground   | 1976  | \$ 21   | 7.36 | \$ | 217.36   |
| 3 | 22 | Evergreen Elder Law              | 621 W Mallon Ave #300 Flour Mill              | Office Upper    | 664   | \$ 11   | 0.00 | \$ | 110.00   |
| 3 | 22 | HoHo Teriyaki Chicken            | 621 W Mallon Ave #305 Flour Mill              | Retail Ground   | 678   | \$ 11   | 0.00 | \$ | 110.00   |
| 3 | 22 | Armstrong and O'Brien Therapy    | 621 W Mallon Ave #503 Flour Mill              | Office Upper    | 389   | \$ 11   | 0.00 | \$ | 110.00   |
| 3 | 61 | DH Communications                | 315 W Riverside Ave #200 Morgan               | Office Upper    | 5484  | \$ 49   | 3.56 | \$ | 493.56   |
| 1 | 27 | P.F. Chang's China Bistro        | 801 W Main Ave W 809 Bldg                     | Retail Ground   | 8133  | \$ 2,19 | 5.91 | \$ | 2,195.91 |
| 2 | 54 | Sodemann Documents Services Inc  | 421 W Riverside Ave #975 Paulsen Center       | Office Upper    | 1178  | \$ 11   | 7.80 | \$ | 117.80   |
| 1 | 40 | Selkirk Investments Inc          | 222 N Wall St #402 Wheatland FC               | Office Upper    | 1671  | \$ 18   | 3.81 | \$ | 183.81   |
| 3 | 61 | Dermatherapie Skin Spa           | 108 N Washington St #415 - 419 Legion Bldg    | Retail Upper    | 1185  | \$ 11   | 0.00 | \$ | 110.00   |
| 1 | 46 | Rover                            | 530 W Main Ave #204 Bennett Block             | Office Upper    | 8000  | \$ 88   | 0.00 | \$ | 880.00   |
| 2 | 43 | Delta Dental of Washington       | 601 W Riverside Ave #1720 Bank Of America FC  | Office Upper    | 1031  | \$ 11   | 0.00 | \$ | 110.00   |
| 2 | 17 | Olin Bittner PsyD                | 905 W Riverside Ave #506 Great Western Bldg   | Office Upper    | 508   |         | 0.00 | \$ | 110.00   |
| 1 | 41 | CenturyLink                      | 601 W Main Ave #200 Chase                     | Office Upper    | 2485  |         | 3.35 | \$ | 273.35   |
| 1 | 41 | Thomas M Patrick CPA PS          | 601 W Main Ave #320 Chase                     | Office Upper    | 2994  | •       | 9.34 | \$ | 329.34   |
| 1 | 42 | Reflections Deli                 | 618 W Riverside Ave #225 Bank of Whitman FC   | Retail Skywalk  | 2427  | \$ 65   | 5.29 | \$ | 655.29   |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 5305  | \$      | -    | Ś  | -        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 3800  | \$      | _    | Ś  | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 360   | \$      | _    | Ś  | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 7972  | \$      | _    | Ś  | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 517   | \$      | _    | Ś  | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 576   | \$      | _    | \$ | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 1626  | '       | _    | Ś  | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 11278 | 1       | _    | Ś  | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 11128 | \$      | _    | Ś  | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 11753 | \$      | _    | \$ | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 828   | \$      | _    | \$ | _        |
| 2 | 45 | Inland Northwest Health Services | 601 W 1st Ave #101 Wells Fargo FC             | Exempt          | 510   | \$      | _    | Ś  | _        |
| 2 | 50 | Spokane Fusion LLC               | 107 S Howard St #103 Tomlinson Black Building | Retail Ground   | 800   | •       | 0.00 | \$ | 120.00   |
| 1 | 47 | Piskel Yahne Kovarik PLLC        | 522 W Riverside Ave #700 Fidelity Bldg        | Office Upper    | 4525  | •       | 7.75 | Ś  | 497.75   |
| 2 | 43 | ABM Parking                      | 601 W Riverside Ave #420 Bank Of America FC   | Office Upper    | 1267  |         | 5.70 | \$ | 126.70   |
| 2 | 43 | New York Life Insurance          | 601 W Riverside Ave #801A Bank Of America FC  | Office Upper    | 2236  |         | 3.60 | \$ | 223.60   |
| 2 | 48 | Columbia State Bank              | 505 W Riverside Ave #100 Fernwell Bldg        | Office Ground   | 6888  |         | 4.32 | Ť  | 223.00   |
| 2 | 48 | Columbia State Bank              | 505 W Riverside Ave #100 Fernwell Bldg        | Office Upper    | 4144  | 1       | 4.40 | \$ | 1,378.72 |
| 2 | 17 | Oxalis Group                     | 905 W Riverside Ave #212 Great Western Bldg   | Office Upper    | 646   | •       | 0.00 |    | 110.00   |
| 2 |    | AT&T                             | 905 W Riverside Ave #214B Great Western Bldg  | Office Upper    | 342   |         | 0.00 |    | 110.00   |
| 2 |    | Samantha Chandler                | 905 W Riverside Ave #302 Great Western Bldg   | Office Upper    | 488   |         | 0.00 |    | 110.00   |
| 2 | 17 | Jonathan Ryan PsyD               | 905 W Riverside Ave #303 Great Western Bldg   | Office Upper    | 195   |         | 0.00 |    | 110.00   |
| 2 |    | Michael Love Law Firm PLLC       | 905 W Riverside Ave #402 Empire State Bldg    | Office Upper    | 450   |         | 0.00 |    | 110.00   |
| 2 |    | Michael Love Law Firm PLLC       | 905 W Riverside Ave #404 Great Western Bldg   | Office Upper    | 701   |         | 0.00 |    | 110.00   |
| 2 | 17 | Millianna Jewelry                | 905 W Riverside Ave #404 Great Western Bldg   | Office Upper    | 701   |         | 0.00 |    | 110.00   |
| 3 | 61 | cues                             | 108 N Washington St #104 Legion Bldg          | Office Opper    | 880   |         | 0.00 |    | 110.00   |
| 3 | 61 | Threshold Fitness                | 108 N Washington St #B10 GYM Legion Bldg      | Office Basement | 1300  |         | 7.00 |    | 117.00   |
| 1 |    | Empirical Wealth Management      | 818 W Riverside Ave #450 Lincoln Plaza        | Office Upper    | 1604  |         | 5.44 |    | 176.44   |
| 1 | 20 | Limpinical wealth ividinagement  | Page 15                                       | Office Opper    | 1004  | /1 ر    | J.44 | ۲  | 1/0.44   |



| 1 | 28 | Sushi Sakai  | 818 W Riverside Ave #A Lincoln Plaza             | Retail Ground   | 4040  | \$ 1,09 | 0.80 | \$<br>1,090.80 |
|---|----|--|--|-----------------|-------|---------|------|----------------|
| 1 | 28 | Longbow Financial                                  | 818 W Riverside Ave #200 Lincoln Plaza           | Office Upper    | 1181  | \$ 12   | 9.91 | \$<br>129.91   |
| 1 | 32 | KSB Litigations PS                                 | 221 N Wall St #210 Old City Hall                 | Office Upper    | 3631  | \$ 39   | 9.41 | \$<br>399.41   |
| 3 | 72 | The House of Pop                                   | 227 W Riverside Ave #B Havermale Park            | Retail Ground   | 1200  | \$ 14   | 4.00 | \$<br>144.00   |
| 2 | 30 | Clearwater Seed LLC                                | 827 W 1st Ave #325 Courtyard Office Center       | Office Upper    | 1859  |         | 5.90 | \$<br>185.90   |
| 2 | 9  | Rain Lounge  | 1007 W 1st Ave Montvale Block                    | Retail Ground   | 2280  | \$ 34   | 2.00 | \$<br>342.00   |
| 2 | 9  | Hanson Carlen Construction                         | 112 S Monroe St Montvale Block                   | Office Ground   | 636   | \$ 11   | 0.00 | \$<br>110.00   |
| 1 | 47 | Healing Solutions                                  | 522 W Riverside Ave #201 Fidelity Bldg           | Retail Upper    | 452   | \$ 11   | 0.00 | \$<br>110.00   |
| 1 | 47 | Paukert and Troppmann                              | 522 W Riverside Ave #560 Fidelity Bldg           | Office Upper    | 4524  | \$ 49   | 7.64 | \$<br>497.64   |
| 1 | 42 | Etter, McMahon, Lamberson, Van Wert & Oreskovich P | 618 W Riverside Ave #210 Bank of Whitman FC      | Office Upper    | 6740  | \$ 74   | 1.40 | \$<br>741.40   |
| 1 | 42 | Foster Pepper PLLC                                 | 618 W Riverside Ave #300 Bank of Whitman FC      | Office Upper    | 15370 | \$ 1,69 | 0.70 | \$<br>1,690.70 |
| 1 | 34 | Mod Pizza  | 707 W Main Ave #A12 Crescent Court               | Retail Ground   | 2376  | \$ 64   | 1.52 | \$<br>641.52   |
| 2 | 18 | Western United Life Assurance Company              | 929 W Sprague Ave Western Center                 | Office Ground   | 8824  | \$ 1,23 | 5.36 |                |
| 2 | 18 | Western United Life Assurance Company              | 929 W Sprague Ave Western Center                 | Office Basement | 4950  | \$ 49   | 5.00 |                |
| 2 | 18 | Western United Life Assurance Company              | 929 W Sprague Ave Western Center                 | Office Upper    | 10878 | \$ 1,08 | 7.80 | \$<br>2,818.16 |
| 2 | 54 | Law Offices of Kenneth Coleman PS                  | 421 W Riverside Ave #618 Paulsen Center          | Office Upper    | 1050  | \$ 11   | 0.00 | \$<br>110.00   |
| 2 | 45 | Potlatch Corporation                               | 601 W 1st Ave #901 1500 1600 Wells Fargo FC      | Office Upper    | 11365 | \$ 1,13 | 6.50 | \$<br>1,136.50 |
| 1 | 34 | The Melting Pot                                    | 707 W Main Ave #C1 Crescent Court                | Retail Skywalk  | 5610  | \$ 1,51 | 4.70 | \$<br>1,514.70 |
| 2 | 36 | Senator Patty Murray Office                        | 10 N Post St #600 Peyton Bldg                    | Exempt          | 820   | \$      | -    | \$<br>-        |
| 2 | 37 | Lakeside Capital Group                             | 717 W Sprague Ave #800 WTFC                      | Office Upper    | 7062  | \$ 70   | 6.20 | \$<br>706.20   |
| 1 | 42 | Opes Advisors                                      | 618 W Riverside Ave #302 Bank of Whitman FC      | Office Upper    | 4294  | \$ 47   | 2.34 | \$<br>472.34   |
| 3 | 72 | Shasta Hankins Makeup Artist                       | 201 W Riverside Ave #301 National Bldg           | Retail Upper    | 1053  | \$ 11   | 0.00 | \$<br>110.00   |
| 3 | 64 | Benton Rock Real Estate                            | 308 W 1st Ave #308 Lorraine Bldg                 | Office Upper    | 120   | \$ 11   | 0.00 | \$<br>110.00   |
| 3 | 64 | Blitz Beauty                                       | 308 W 1st Ave #211 Lorraine Bldg                 | Office Upper    | 200   | \$ 11   | 0.00 | \$<br>110.00   |
| 2 | 31 | Merriman Wealth Management                         | 111 S Post St #2250 Davenport Tower              | Office Upper    | 1326  | \$ 13   | 2.60 | \$<br>132.60   |
| 2 | 31 | Brock Law Firm                                     | 111 S Post St #2275 & 2280 Davenport Tower       | Office Upper    | 543   | \$ 5    | 4.30 |                |
| 2 | 31 | Brock Law Firm                                     | 111 S Post St #2275 & 2280 Davenport Tower       | Office Upper    | 1340  | \$ 13   | 4.00 | \$<br>188.30   |
| 2 | 31 | Forster Financial                                  | 111 S Post St #2285 Davenport Tower              | Office Upper    | 1066  |         | 0.00 | \$<br>110.00   |
| 2 | 31 | Altmeyer Financial Group                           | 111 S Post St #2240 Davenport Tower              | Office Upper    | 1240  | \$ 12   | 4.00 | \$<br>124.00   |
| 2 | 31 | The Safari Room Fresh Grill & Bar                  | 111 S Post St Davenport Tower                    | Exempt          | 2000  | \$      | -    | \$<br>-        |
| 2 | 43 | Davidson, Backman, Medeiros PLLC & Resolvency LLC  | 601 W Riverside Ave #1550 Bank Of America FC     | Office Upper    | 2569  | \$ 25   | 6.90 | \$<br>256.90   |
| 3 | 6  | Kavadias CPA                                       | 1124 W Riverside Ave #215 North Coast Plaza Bldg | Office Upper    | 1050  | \$ 11   | 0.00 | \$<br>110.00   |
| 3 | 22 | Merry Armstrong                                    | 621 W Mallon Ave #501 Flour Mill                 | Office Upper    | 381   | \$ 11   | 0.00 | \$<br>110.00   |
| 3 | 22 | Aspen Personnel                                    | 621 W Mallon Ave #601 Flour Mill                 | Office Upper    | 1546  | \$ 13   | 9.14 | \$<br>139.14   |
| 3 | 24 | ProPartners Financial                              | 201 W North River Dr #502 RLH Bldg               | Office Upper    | 1031  | \$ 11   | 0.00 | \$<br>110.00   |
| 3 | 24 | Psychiatric Clinic of Spokane PS                   | 201 W North River Dr #520 RLH Bldg               | Office Upper    | 3518  | •       | 6.62 | \$<br>316.62   |
| 2 | 43 | Unico Properties                                   | 601 W Riverside Ave #260 Bank Of America FC      | Office Upper    | 2364  |         | 6.40 | \$<br>236.40   |
| 2 | 43 | Reidt Pharmacy Corporation                         | 601 W Riverside Ave #140 Bank Of America FC      | Retail Ground   | 2245  | \$ 33   | 6.75 | \$<br>336.75   |
| 2 | 43 | Elite Training & Wellness                          | 601 W Riverside Ave #20 Bank Of America FC       | Retail Basement | 4109  | \$ 41   | 0.90 | \$<br>410.90   |
| 1 | 28 | SRM Development LLC                                | 111 N Post St #200 Banner Bank Bldg              | Office Upper    | 7839  |         | 2.29 | \$<br>862.29   |
| 2 | 53 | David J. Crouse & Associates                       | 422 W Riverside Ave #820 USBank Bldg             | Office Upper    | 3082  |         | 8.20 | 308.20         |
| 2 | 43 | International Raw Materials Ltd                    | 601 W Riverside Ave #258 Bank Of America FC      | Office Upper    | 4078  |         | 7.80 | 407.80         |
| 3 | 66 | Make-Up Studio                                     | 216 N Bernard St Fruci                           | Retail Ground   | 1789  |         | 4.68 | 214.68         |
| 3 |    | Edward Jones                                       | 218 N Bernard St #100 Fruci                      | Office Ground   | 1554  |         | 0.94 | 170.94         |
| 3 | 66 | Securitas  | 218 N Bernard St #400 Fruci                      | Office Upper    | 4670  |         | 0.30 | 420.30         |
| 3 | 6  | John T McCarthy LLC                                | 1124 W Riverside Ave #305 North Coast Plaza Bldg | Office Upper    | 520   |         | 0.00 | 110.00         |
| 1 | 47 | BHW1   | 522 W Riverside Ave #300 Fidelity Bldg           | Office Upper    | 4524  |         | 7.64 | 497.64         |
| 2 |    | Perof, Elzey & Starry                              | 111 S Post St #2270 Davenport Tower              | Office Upper    | 1172  |         | 7.20 | 117.20         |
| 2 | 53 | J-U-B Engineers Inc.                               | 422 W Riverside Ave #304 USBank Bldg Page 16     | Office Upper    | 3997  | \$ 39   | 9.70 | \$<br>399.70   |



| 1   |  |  |                   |                                  |  |    |  |
|-----|--|--|-------------------|----------------------------------|--|----|--|
| 78  | Lucky Leaf Co  | 1111 W 1st Ave Commercial Building   | Retail Ground     | 1844                             | \$ 221.28  | \$ | 221.28   |
| 31  | Viren and Associates Inc   | 111 S Post St #2260 Davenport Tower  | Office Upper      | 1974                             | \$ 197.40  | \$ | 197.40   |
| 41  | The House of Soul  | 120 N Wall St #100 The One Twenty  | Office Ground     | 3400                             | \$ 510.00  | \$ | 510.00   |
| 29  | Method Juice Café  | 718 W Riverside Ave #A 718 Bldg  | Retail Ground     | 796                              | \$ 214.92  | \$ | 214.92   |
| 47  | HMA CPA, PS  | 510 W Riverside Ave #400 Sherwood Bldg   | Office Upper      | 4536                             | \$ 498.96  | \$ | 498.96   |
| 30  | Architecture All Forms   | 827 W 1st Ave #415 Courtyard Office Center   | Office Upper      | 250                              | \$ 110.00  | \$ | 110.00   |
| 41  | Umpqua Bank  | 111 N Wall St  | Office Skywalk    | 12281                            | \$ 1,842.15  | \$ | 1,842.15   |
| 28  | Chapter & Verse  | 111 N Post St #400 Banner Bank Bldg  | Office Upper      | 2530                             | \$ 278.30  | \$ | 278.30   |
| 68  | Egnyte Inc   | 245 W Main Ave   | Office Upper      | 13000                            | \$ 1,170.00  | \$ | 1,170.00   |
| 0   | Mobius   | 827 W 1st Ave #318/319 Courtyard Office Center   | Exempt            | 500                              | \$ -   | \$ | -  |
| 33  | ZAGG   | 808 W Main Ave #2F RPS   | Retail Skywalk    | 50                               | \$ 110.00  | \$ | 110.00   |
| 41  | Mercer Health & Benefits   | 601 W Main Ave #810 Chase  | Office Upper      | 3519                             | \$ 387.09  | \$ | 387.09   |
| 66  | Julianne's Prom Closet   | 218 N Bernard St #LL1 Fruci  | Exempt            | 1200                             | \$ -   | \$ | -  |
| 66  | Julianne's Prom Closet   | 218 N Bernard St #LL1 Fruci  | Exempt            | 400                              | \$ -   | \$ | -  |
| 6   | Lee Law Office, PS   | 1124 W Riverside Ave #300 North Coast Plaza Bldg   | Office Upper      | 1181                             | \$ 110.00  | \$ | 110.00   |
| 64  | Josefine's Salon Concepts LLC  | 312 W 1st Ave  | Retail Ground     | 1100                             | \$ 132.00  | \$ | 132.00   |
| 45  | Shell Energy North America - Oil Company   | 601 W 1st Ave #1700 Wells Fargo  | Office Upper      | 10374                            | \$ 1,037.40  | \$ | 1,037.40   |
| 61  | SmartRecruiters  | 108 N Washington St #203 Legion Bldg   | Office Upper      | 3256                             | \$ 293.04  | \$ | 293.04   |
| 83  | MultiMedical Systems   | 1325 W 1st Ave #314 Eldridge Bldg  | Office Upper      | 295                              | \$ 110.00  | \$ | 110.00   |
| 83  | Roberts Freebourn PLLC   | 1325 W 1st Ave #303 Eldridge Bldg  | Office Upper      | 1094                             | \$ 110.00  | \$ | 110.00   |
| 83  | Heather Henriksen Therapy  | 1325 W 1st Ave #201A Eldridge Bldg   | Office Upper      | 250                              | \$ 110.00  | \$ | 110.00   |
| 36  | Law Office of Brandon West   | 10 N Post St #647 Peyton Bldg  | Office Upper      | 182                              | \$ 110.00  | \$ | 110.0  |
| 29  | Charles Schwab   | 818 W Riverside Ave #150 Lincoln Plaza   | Office Upper      | 3718                             | \$ 371.80  | \$ | 371.8  |
| 281 | Spokane Symphony Administrative Offices  | 818 W Riverside Ave #MEZ Lincoln Plaza   | Exempt            | 2632                             | \$ -   | \$ | -  |
| 43  | The Advisors Insurance Agency  | 601 W Riverside Ave #230 Bank Of America FC  | Office Upper      | 856                              | \$ 110.00  | \$ | 110.0  |
|     | Wild Dawgs   | 102 N Howard St  | Retail Ground     | 550                              | \$ 148.50  | \$ | 148.5  |
| 37  | Douglas, Eden, Phillips, DeRuyter & Stanyer PS   | 717 W Sprague Ave #1500 WTFC   | Office Upper      | 11130                            | \$ 1,113.00  | \$ | 1,113.0  |
|     | Ace's Bail Bonds   | 703 N Monroe St #B   | Office Ground     | 450                              | \$ 110.00  | \$ | 110.0  |
| 54  | Anchored Art   | 421 W Riverside Ave #108B Paulsen Center   | Retail Ground     |                                  |  | _  | 136.6  |
| 53  | Northwest Open Access Network  | 422 W Riverside Ave #503 USBank Bldg   | Office Upper      |                                  |  |    | 110.0  |
|     |  | ,  | · ·               |                                  |  | _  | 110.0  |
|     | Labar Architecture   |  |                   |                                  |  |    | 110.0  |
| 56  | Commodities Plus Inc   |  |                   |                                  |  |    | 413.1  |
|     |  | •  |                   |                                  | •  | -  | 622.9  |
|     |  |  |                   |                                  |  |    | 110.0  |
|     | •  | 601 W Main Ave #900 Chase  |                   |                                  | •  | -  | 445.0  |
|     |  | 601 W Main Ave #305 Chase  | · · ·             |                                  |  |    | 382.14   |
|     | -  |  | • • •             |                                  | •  | -  | 110.0  |
|     |  |  |                   |                                  |  |    | 149.3  |
|     |  | 601 W Main Ave #501 Chase  |                   |                                  | •  | -  | 687.17   |
|     | ·  | 904 W 1st Ave Western Center   |                   |                                  |  |    |  |
|     |  |  |                   |                                  |  |    | 535.20   |
|     |  |  |                   |                                  |  |    | 235.1  |
|     |  |  |                   |                                  |  |    | 8,200.00   |
|     |  | ·  |                   |                                  |  |    | 110.0  |
|     |  |  |                   |                                  |  |    | 173.3  |
|     | STCU - Commercial Lending  | 9 S Washington St #700 Hutton Bldg   | Office Upper      | 8600                             |  |    | 774.0  |
|     |  |  |                   |                                  |  |    |  |
|     | Roche Accounting   | 1325 W 1st Ave #201C   | Office Upper      | 214                              | \$ 110.00  | Ś  | 110.00   |
|     | 41<br>29<br>47<br>30<br>41<br>28<br>68<br>60<br>66<br>66<br>66<br>64<br>45<br>61<br>83<br>83<br>83<br>36<br>29<br>281<br>43<br>47<br>37<br>3<br>54<br>53<br>83<br>54<br>54<br>55<br>41<br>41<br>41<br>41<br>41<br>41<br>41<br>41<br>41<br>41<br>41<br>41<br>41 | 41 The House of Soul  29 Method Juice Café  47 HMA CPA, PS  30 Architecture All Forms  41 Umpqua Bank  28 Chapter & Verse  88 Egnyte Inc  40 Mobius  33 ZAGG  41 Mercer Health & Benefits  46 Julianne's Prom Closet  47 Julianne's Prom Closet  48 Lee Law Office, PS  49 Josefine's Salon Concepts LLC  40 Shell Energy North America - Oil Company  40 SmartRecruiters  41 MultiMedical Systems  42 Roberts Freebourn PLLC  43 Heather Henriksen Therapy  45 Law Office of Brandon West  46 Charles Schwab  47 Wild Dawgs  47 Wild Dawgs  48 Jouglas, Eden, Phillips, DeRuyter & Stanyer PS  48 Ace's Bail Bonds  49 Anchored Art  40 Northwest Open Access Network  41 Michelle Phay  42 Labar Architecture  43 Commodities Plus Inc  44 Ten Capital Investment Advisors  45 Zuri Skin Spa  46 Li M Asset Management  47 Graham, Lundberg, Peschel  48 Mir. Tux  49 Mr. Tux  40 Mr. Tux  40 Mr. Tux  41 Farmers Insurance Exchange  41 Davenport Tower  42 Davenport Tower  44 Dan Murphy Advisors | The House of Soul | 12 N Wall St #100 The One Twenty | 120 N Method Juliance G150ul   120 N Method Juliance G164   218 N Reverside Ave Ha A738 B405 B   Retail Ground   796 | 14 | 14   The House of Soul   120 N Walls # #100 The One Twenty |



| 2 | 51 | Community Health Association of Spokane (CHAS) | 203 N Washington St #202 Liberty Bldg       | Exempt             | 1666  |              | \$ | -         |
|---|----|--|---|--------------------|-------|--------------|----|-----------|
| 2 | 51 | Liberty Business Center                        | 203 N Washington St #200 Liberty Bldg       | Office Upper       | 3222  | \$ 322.20    | \$ | 322.20    |
| 3 | 61 | Jakava LLC                                     | 108 N Washington St #403 Legion Bldg        | Retail Ground      | 500   | \$ 110.00    | \$ | 110.00    |
| 2 | 36 | Shop Around the Other Corner                   | 721 W Riverside Ave #16 Peyton Bldg         | Retail Ground      | 1824  | \$ 273.60    |    | 273.60    |
| 2 | 37 | Thomas Hammer                                  | 717 W Sprague Ave                           | Retail Ground      | 270   | \$ 110.00    | \$ | 110.00    |
| 1 | 26 | Athleta  | 808 W Main Ave #235 RPS                     | Retail Skywalk     | 3744  | \$ 1,010.88  | \$ | 1,010.88  |
| 3 | 72 | Albert Building Apartments                     | 237 W Riverside Ave                         | Apartments         | 4     | \$ 110.00    | \$ | 110.00    |
| 2 | 56 | Atabelo's Tile & Stone                         | 423 W 1st Ave #220 Minnesota Bldg           | Retail Upper       | 1300  | \$ 130.00    | \$ | 130.00    |
| 2 | 54 | Night Fox Digital                              | 421 W Riverside Ave #820 Paulsen Center     | Office Upper       | 1360  | \$ 136.00    | \$ | 136.00    |
| 2 | 54 | Arnold Financial Group                         | 421 W Riverside Ave #970 Paulsen Center     | Office Upper       | 892   | \$ 110.00    | \$ | 110.00    |
| 3 | 24 | Epic Land Solutions                            | 111 W North River Dr #201 River's Edge Bldg | Office Ground      | 1544  | \$ 169.84    | \$ | 169.84    |
| 2 | 51 | The Fix  | 404 W Main Ave Mezzanine Liberty Bldg       | Retail Upper       | 380   | \$ 110.00    | \$ | 110.00    |
| 2 | 7  | MMEC   | 1 N Monroe St #200                          | Office Ground      | 3639  | \$ 509.46    | \$ | 509.46    |
| 1 | 47 | Chris Wright                                   | 522 W Riverside Ave #611 Fidelity Bldg      | Office Upper       | 115   | \$ 110.00    | \$ | 110.00    |
| 3 | 6  | Riverside Place                                | 1110 W Riverside Ave                        | Retail Ground      | 21200 | \$ 2,544.00  |    |           |
| 3 | 6  | Riverside Place                                | 1110 W Riverside Ave                        | Retail Upper       | 21200 | \$ 1,908.00  |    |           |
| 3 | 6  | Riverside Place                                | 1110 W Riverside Ave                        | Retail Upper       | 21200 | \$ 1,908.00  | \$ | 6,360.00  |
| 2 | 52 | Jaazz Salon                                    | 421 W Main Ave #102                         | Retail Ground      | 2629  | \$ 394.35    | \$ | 394.35    |
| 2 | 52 | Wollnick's                                     | 421 W Main Ave #103 & 104                   | Retail Ground      | 2276  | \$ 341.40    | \$ | 341.40    |
| 1 | 26 | Whiz Kids                                      | 808 W Main Ave #320 RPS                     | Retail Upper       | 4375  | \$ 481.25    | \$ | 481.25    |
| 2 | 36 | Coffman Engineers                              | 10 N Post St #422 Peyton Bldg               | Office Upper       | 3554  | \$ 355.40    | \$ | 355.40    |
| 1 | 42 | WSU Athletics                                  | 618 W Riverside Ave #102                    | Retail Ground      | 5635  | \$ 1,521.45  | \$ | 1,521.45  |
| 2 | 45 | Regus  | 601 W 1st Ave #1400 Wells Fargo FC          | Office Upper       | 11753 | \$ 1,175.30  | \$ | 1,175.30  |
| 1 | 46 | Indaba Coffee                                  | 210 N Howard St Bennett Block               | Retail Ground      | 900   | \$ 243.00    | \$ | 243.00    |
| 3 | 57 | Davenport Grand Hotel                          | 333 W Spokane Falls Blvd                    | Hotels & Motels    | 716   | \$ 17,900.00 | \$ | 17,900.00 |
| 2 | 51 | Barrister Winery Tasting Room                  | 203 N Washington St #100 Liberty Bldg       | Retail Ground      | 480   | \$ 110.00    | \$ | 110.00    |
| 2 |    | Lavish Salon                                   | 1021 W 1st Ave New Madison                  | Retail Ground      | 1857  | \$ 278.55    | \$ | 278.55    |
| 2 | 38 | Pyrotek Inc                                    | 705 W 1st Ave                               | Office Ground      | 13402 |              |    |           |
| 2 | 38 | Pyrotek Inc                                    | 705 W 1st Ave                               | Office Upper       | 40206 |              | \$ | 5,896.88  |
| 3 |    | Davenport Grand Hotel Parking Lot              | 333 W Spokane Falls Blvd                    | Commercial Parking |       | \$ 2,250.00  | \$ | 2,250.00  |
| 2 | 36 | The Volstead Act                               | 12 N Post St Peyton Bldg                    | Retail Ground      | 1215  |              | \$ | 182.25    |
| 2 |    | The Wolff Company                              | 717 W Sprague Ave #802 WTFC                 | Office Upper       | 3861  |              |    | 386.10    |
| 3 |    | Roberts Freebourn PLLC                         | 1325 W 1st Ave #303 Eldridge Bldg           | Office Upper       | 2490  |              | \$ | 224.10    |
| 2 | 19 | Incrediburger and Eggs                         | 909 W 1st Ave #A                            | Retail Ground      |       | \$ 450.00    | \$ | 450.00    |
| 3 | 72 | Spaceman Coffee                                | 228 W Sprague Ave Havermale Park #A         | Retail Ground      |       | \$ 110.00    | Ś  | 110.00    |
| 1 |    | Spokane Public Library                         | 906 W Main Ave                              | Exempt             | 48000 |              | \$ | -         |
| 2 |    | Eide Bailly LLP                                | 999 W Riverside Ave #200                    | Office Upper       | 16726 |              | \$ | 1,672.60  |
| 2 | 17 | Cowles Publishing Company                      | 999 W Riverside Ave                         | Office Upper       | 58204 |              | \$ | 5,820.40  |
| 2 | 39 | Montvale Event Center                          | 1017 W 1st Ave Railside Center              | Retail Upper       |       | \$ 587.80    | T  | 0,020110  |
| 2 | 39 | Montvale Event Center                          | 1017 W 1st Ave Railside Center              | Retail Upper       |       | \$ 337.80    |    |           |
| 2 |    | Montvale Event Center                          | 1017 W 1st Ave Railside Center              | Retail Ground      | 5241  |              | Ś  | 1,711.75  |
| 3 |    | Pinot's Palette                                | 319 W Sprague Ave                           | Retail Ground      |       | \$ 450.00    |    | 450.00    |
| 2 |    | Fisher Construction Group                      | 107 S Howard St #420 Tomlinson Black Bldg   | Office Upper       | 1826  |              |    | 182.60    |
| 3 |    | Workpointe                                     | 921 W Broadway Ave #101 Broadway Bldg       | Office Upper       | 2500  |              |    | 225.00    |
| 3 |    | Farrell Law Office                             | 921 W Broadway Ave #101 Broadway Bldg       | Office Upper       | 850   |              |    | 110.00    |
| 2 |    | Personal Wealth Attorneys PLLC                 | 111 S Post St #2282 Davenport Tower         | Office Upper       | 1066  |              |    | 110.00    |
| 2 |    | Northwest Planning Inc                         | 1 N Monroe St #202                          | Office Upper       | 1467  |              |    | 146.70    |
| 2 |    | Cowles Company - Corporate                     | 999 W Riverside Ave #600                    | Office Upper       | 9538  |              |    | 953.80    |
|   | 1/ | covies company corporate                       | 333 W MVCISIGE AVE #000                     | Office Opper       | 9330  | 999.00       | ٠, | 233.00    |



| 2 | 17 | Northwest Farmers Stockman                            | 999 W Riverside Ave #6th Flr                     | Office Upper   | 6444 \$  | 644.40   | \$ 644.40   |
|---|----|---|--|----------------|----------|----------|-------------|
| 2 | 17 | Centennial Real Estate Investments                    | 999 W Riverside Ave #6th Floor                   | Office Upper   | 7394 \$  | 739.40   |             |
| 2 | 54 | Commerce Architects                                   | 421 W Riverside Ave #519 Paulsen Center          | Office Upper   | 3127 \$  | 312.70   |             |
| 1 | 42 | GESA Credit Union                                     | 618 W Riverside Ave #101                         | Retail Ground  | 7592 \$  | 2,049.84 | \$ 2,049.84 |
| 1 | 27 | Free People   | 865 W Main Ave W 809 Bldg                        | Retail Ground  | 4504 \$  | 1,216.08 | \$ 1,216.08 |
| 3 | 78 | One Tree Hard Cider                                   | 111 S Madison St                                 | Retail Ground  | 2250 \$  | 270.00   | \$ 270.00   |
| 2 |    | Durkin's Liquor Bar                                   | 415 W Main Ave #102                              | Retail Ground  | 3818 \$  | 572.70   | \$ 572.70   |
| 2 | 54 | Encore Events LLC                                     | 421 W Riverside Ave #511 Paulsen Center          | Office Upper   | 376 \$   | 110.00   | \$ 110.00   |
| 2 | 54 | STUDIO H creative                                     | 421 W Riverside Ave #511                         | Office Upper   | 376 \$   | 110.00   | \$ 110.00   |
| 3 | 78 | EVR   | 1119 W 1st Ave Commercial Building               | Retail Ground  | 1000 \$  | 120.00   | \$ 120.00   |
| 3 | 83 | Spokane Ballet Studio                                 | 112 S Adams St                                   | Retail Ground  | 3000 \$  | 360.00   | \$ 360.00   |
| 3 | 6  | Summerfield Management                                | 1124 W Riverside Ave #325 North Coast Plaza Bldg | Office Upper   | 1000 \$  | 110.00   | \$ 110.00   |
| 2 | 52 | West Coast Entertainment                              | 421 W Main Ave #200                              | Office Upper   | 3262 \$  | 326.20   | \$ 326.20   |
| 3 | 72 | The Bickett   | 225 W Riverside Ave Hale Bldg                    | Apartments     | 8 \$     | 110.00   | \$ 110.00   |
| 3 |    | Eyvind  | 225 W Riverside Ave #A Hale Bldg                 | Retail Ground  | 1800 \$  | 216.00   | \$ 216.00   |
| 3 | 72 | The Space   | 201 W Riverside Ave #302 National Bldg           | Retail Upper   | 900 \$   | 110.00   | -           |
| 2 |    | Eide Bailly LLP                                       | 999 W Riverside Ave #101 Spokesman Bldg          | Office Ground  | 7510 \$  | 1,051.40 | \$ 1,051.40 |
| 3 | 72 | Ecru Massage  | 201 W Riverside Ave #202                         | Retail Upper   | 1200 \$  | 110.00   | \$ 110.00   |
| 3 | 24 | Spokane Sports and Physical Therapy                   | 111 W North River Dr #203                        | Office Ground  | 2512 \$  |          | \$ 276.32   |
| 3 | 22 | Triad Wealth Management Inc                           | 621 W Mallon Ave #601-A Flour Mill               | Office Upper   | 900 \$   | 110.00   | \$ 110.00   |
| 2 |    | Mark Whittaker CPA                                    | 120 N Stevens St #300                            | Office Upper   | 2250 \$  | 225.00   | \$ 225.00   |
| 2 | 52 | On Top Realty   | 120 N Stevens St #300                            | Office Upper   | 675 \$   | 110.00   | \$ 110.00   |
| 2 | 54 | Purpose Financial Advisors                            | 421 W Riverside Ave #1450 Paulsen Center         | Office Upper   | 800 \$   | 110.00   | \$ 110.00   |
| 2 | 30 | AHBL Engineers  | 827 W 1st Ave #220 Courtyard Office Center       | Office Upper   | 2882 \$  | 288.20   | \$ 288.20   |
| 2 | 30 | Ciseaux Salon   | 827 W 1st Ave #207 Courtyard Office Center       | Retail Upper   | 250 \$   | 110.00   | \$ 110.00   |
| 2 | 30 | Grace Media Films                                     | 827 W 1st Ave #212 Courtyard Office Center       | Office Upper   | 250 \$   | 110.00   | \$ 110.00   |
| 2 | 52 | Austin's Live Fire Barbecue                           | 421 W Main Ave                                   | Retail Ground  | 2276 \$  | 341.40   | \$ 341.40   |
| 2 | 52 | Sweet Peaks Ice Cream                                 | 415 W Main Ave                                   | Retail Ground  | 942 \$   | 141.30   | \$ 141.30   |
| 3 | 83 | Steady Flow Growler House                             | 121 S Cedar St Eldridge Bldg                     | Retail Ground  | 900 \$   | 110.00   | \$ 110.00   |
| 2 | 52 | Maplewood Software                                    | 421 W Main Ave, #201                             | Office Upper   | 5485 \$  | 548.50   | \$ 548.50   |
| 1 | 33 | Urban Outfitters                                      | 702 W Main Ave 100                               | Retail Upper   | 4011 \$  | 441.21   | \$ 441.21   |
| 1 | 27 | River Park Square Management                          | 809 W Main Ave 100                               | Office Ground  | 5448 \$  | 817.20   | \$ 817.20   |
| 1 | 27 | &Kloth  | 875 W Main Ave                                   | Retail Ground  | 1912 \$  | 516.24   | \$ 516.24   |
| 2 | 43 | Teachers Insurance and Annuity Association of America | 601 W Riverside Ave #940                         | Office Upper   | 4001 \$  | 400.10   | \$ 400.10   |
| 2 | 43 | AON Service Corporation                               | 601 W Riverside Ave #1620                        | Office Upper   | 2683 \$  | 268.30   | \$ 268.30   |
| 2 | 43 | Begona Coffee   | 601 W Riverside Ave #A                           | Retail Skywalk | 300 \$   | 110.00   | \$ 110.00   |
| 1 | 28 | Powers Stromberg Pension Consulting                   | 111 N Post St #201                               | Office Upper   | 1745 \$  | 191.95   | \$ 191.95   |
| 1 | 28 | Signia Capital  | 111 N Post St #202                               | Office Upper   | 1367 \$  | 150.37   | \$ 150.37   |
| 2 | 29 | Black Realty Management / Black Commercial            | 801 W Riverside Ave #300                         | Office Upper   | 8200 \$  | 820.00   | \$ 820.00   |
| 3 | 12 | Adoption Services of Spokane                          | 921 W Broadway Ave #304                          | Office Upper   | 850 \$   | 110.00   | -           |
| 1 |    | RiskLens  | 601 W Main Ave #917 Chase                        | Office Upper   | 1435 \$  | 157.85   | -           |
| 2 |    | Winston & Cashatt PS                                  | 601 W Riverside Ave #2000 Bank Of America FC     | Office Upper   | 6631 \$  | 663.10   | •           |
| 2 |    | Lee & Hayes PLLC                                      | 601 W Riverside Ave #1300 Bank Of America FC     | Office Upper   | 11275 \$ | 1,127.50 |             |
| 2 |    | Moss Adams LLP  | 601 W Riverside Ave #1770 Bank Of America FC     | Office Upper   | 7600 \$  | 760.00   |             |
| 1 |    | Chapter & Verse                                       | 111 N Post St #301 Banner Bank Bldg              | Office Upper   | 2094 \$  | 230.34   |             |
| 1 |    | Chapter & Verse                                       | 111 N Post St #302 Banner Bank Bldg              | Office Upper   | 2226 \$  | 244.86   |             |
| 1 |    | CO-Lab Technologies/initial.aec                       | 601 W Main Ave #315                              | Office Upper   | 1851 \$  | 203.61   | •           |
| 1 | 41 | Spokane Youth for Christ                              | 601 W Main Ave #1017                             | Exempt         | 1459 \$  | -        | \$ -        |
| 2 |    | Roscoe Holiday LLC                                    | 827 W 1st Ave #109                               | Retail Ground  | 722 \$   | 110.00   | -           |



| 2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>2<br>1 | 30<br>30<br>30<br>30                         | Fresh Restaurants Intentional Hypnosis LLC Putnam Accessory Group Murphy JIBES Properties Voya - Karla Greer AIA Spokane Counter Column Accounting Reed Jensen | 827 W 1st Ave #118 827 W 1st Ave Ste 203 827 W 1st Ave #310 827 W 1st Ave #315 827 W 1st Ave #322 827 W 1st Ave #323 827 W 1st Ave #420 | Retail Ground Retail Upper Retail Upper Office Upper Office Upper | 250 \$<br>250 \$<br>625 \$<br>620 \$ | 110.00<br>110.00<br>110.00<br>110.00 | \$ | 110.00<br>110.00<br>110.00 |
|--|--|--|---|---|--------------------------------------|--------------------------------------|----|----------------------------|
| 2<br>2<br>2<br>2<br>2<br>2<br>2<br>1<br>1      | 30<br>30<br>30<br>30<br>30<br>30<br>47<br>47 | Putnam Accessory Group<br>Murphy JIBES Properties<br>Voya - Karla Greer<br>AIA Spokane<br>Counter Column Accounting  | 827 W 1st Ave #310<br>827 W 1st Ave #315<br>827 W 1st Ave #322<br>827 W 1st Ave #323  | Retail Upper<br>Office Upper                                      | 625 \$<br>620 \$                     | 110.00                               | \$ |                            |
| 2<br>2<br>2<br>2<br>2<br>2<br>1                | 30<br>30<br>30<br>30<br>30<br>47<br>47       | Murphy JIBES Properties<br>Voya - Karla Greer<br>AIA Spokane<br>Counter Column Accounting  | 827 W 1st Ave #315<br>827 W 1st Ave #322<br>827 W 1st Ave #323  | Office Upper  | 620 \$                               |                                      |    |                            |
| 2<br>2<br>2<br>2<br>1<br>1                     | 30<br>30<br>30<br>30<br>47<br>47             | Voya - Karla Greer<br>AIA Spokane<br>Counter Column Accounting   | 827 W 1st Ave #322<br>827 W 1st Ave #323  |   |                                      |                                      | Ś  | 110.00                     |
| 2<br>2<br>2<br>1<br>1                          | 30<br>30<br>30<br>47<br>47                   | AIA Spokane<br>Counter Column Accounting   | 827 W 1st Ave #323  |   | 250 \$                               | 110.00                               | \$ | 110.00                     |
| 2<br>2<br>1<br>1                               | 30<br>30<br>47<br>47                         | Counter Column Accounting  |   | Office Upper  | 290 \$                               | 110.00                               | \$ | 110.00                     |
| 2<br>1<br>1                                    | 30<br>47<br>47                               |  | 1027 VV 1St AVE #42U  | Office Upper  | 600 \$                               | 110.00                               | \$ | 110.00                     |
| 1  | 47<br>47                                     |  | 827 W 1st Ave #422  | Office Upper  | 250 \$                               | 110.00                               | Ś  | 110.00                     |
|  |  | QBSI   | 510 W Riverside Ave #100  | Retail Ground   | 3451 \$                              | 931.77                               | \$ | 931.77                     |
|  |  | 312 Productions  | 510 W Riverside Ave #500 Cutter Tower   | Office Upper  | 4536 \$                              | 498.96                               | Ś  | 498.96                     |
| 3  |  | Occam Video Solutions LLC  | 107 S Cedar St Eldridge Bldg  | Retail Ground   | 2100 \$                              | 252.00                               | Ś  | 252.00                     |
| 3  | 83   | River City Brewing   | 121 S Cedar St  | Retail Ground   | 900 \$                               | 110.00                               | \$ | 110.00                     |
|  | 9  | Lush Salon   | 122 S Monroe St #202  | Retail Upper  | 1470 \$                              | 147.00                               | \$ | 147.00                     |
| 2  | 9  | Heritage Bar & Kitchen   | 122 S Monroe Street   | Retail Ground   | 1775 \$                              | 266.25                               | \$ | 266.25                     |
|  | 17   | Community Frameworks   | 905 W Riverside Ave #103  | Office Upper  | 2715 \$                              | 271.50                               | \$ | 271.50                     |
| 2  | 17   | Frank & Jennifer Wynn  | 905 W Riverside Ave #214A   | Office Upper  | 265 \$                               | 110.00                               | \$ | 110.00                     |
| 2  | 17   | Spokane Consolidated Railways  | 905 W Riverside Ave #304  | Office Upper  | 445 \$                               | 110.00                               | \$ | 110.00                     |
|  | 17   | Anthony Stalker  | 905 W Riverside Ave #305  | Office Upper  | 240 \$                               | 110.00                               | \$ | 110.00                     |
|  | 17   | Transcend Executive Group  | 905 W Riverside Ave #311  | Office Upper  | 2187 \$                              | 218.70                               | \$ | 218.70                     |
|  | 17   | Morning Star Foundation  | 905 W Riverside Ave #316  | Office Upper  | 400 \$                               | 110.00                               | \$ | 110.00                     |
| 2  | 17   | OAC Services   | 905 W Riverside Ave #510 Great Western Bldg   | Office Upper  | 1045 \$                              | 110.00                               | \$ | 110.00                     |
| 2  | 17   | Marken Law Group   | 905 W Riverside Ave #603  | Office Upper  | 265 \$                               | 110.00                               | \$ | 110.00                     |
| 2  | 17   | Primum Healthcare Solutions LLC  | 905 W Riverside Ave #607  | Office Upper  | 1100 \$                              | 110.00                               | \$ | 110.00                     |
| 1  | 34   | Umpqua Bank  | 707 W Main Ave #550 Crescent Court  | Office Upper  | 12395 \$                             | 1,363.45                             | \$ | 1,363.45                   |
| 1  | 34   | Travelers Property Casualty  | 707 W Main Ave #400 Crescent Court  | Office Upper  | 17160 \$                             | 1,887.60                             | \$ | 1,887.60                   |
| 2  | 51   | Community Health Association of Spokane (CHAS)   | 203 N Washington St #202 Liberty Bldg   | Exempt  | 3009 \$                              | -                                    | \$ | -                          |
| 2  | 51   | Community Health Association of Spokane (CHAS)   | 203 N Washington St #202 Liberty Bldg   | Exempt  | 1033 \$                              | -                                    | \$ | -                          |
| 2  | 29   | Associated Press   | 818 W Riverside Ave #500  | Office Upper  | 6627 \$                              | 662.70                               | \$ | 662.70                     |
| 3  | 6  | Better Directions Counseling   | 1124 W Riverside Ave #LL2   | Office Upper  | 1475 \$                              | 132.75                               | \$ | 132.75                     |
| 1  |  | Carla Rose-Keefe   | 221 N Wall St #226B   | Office Upper  | 261 \$                               | 110.00                               | \$ | 110.00                     |
| 1  | 32   | KSB Litigations PS   | 221 N Wall St #210 Old City Hall  | Office Upper  | 1299 \$                              | 142.89                               | \$ | 142.89                     |
| 1  | 32   | Great American Insurance Company   | 221 N Wall St #320A   | Office Upper  | 235 \$                               | 110.00                               | \$ | 110.00                     |
| 1  |  | Integrated Business Network  | 221 N Wall St #320C   | Office Upper  | 300 \$                               | 110.00                               | \$ | 110.00                     |
| 1  | 32   | Nicholas Knapton PS  | 221 N Wall St #621  | Office Upper  | 1550 \$                              | 170.50                               | \$ | 170.50                     |
| 1  | 32   | Burke Law Group PLLC   | 221 N Wall St #624  | Office Upper  | 5241 \$                              | 576.51                               | \$ | 576.51                     |
| 2  | 50   | NAI Global   | 107 S Howard St #201  | Office Upper  | 290 \$                               | 110.00                               | \$ | 110.00                     |
| 3  | 22   | Cashmere   | 621 W Mallon Ave #304 Flour Mill  | Retail Upper  | 1035 \$                              | 110.00                               | \$ | 110.00                     |
| 3  | 22   | Clinkerdagger  | 621 W Mallon Ave #201 Flour Mill  | Retail Ground   | 407 \$                               | 110.00                               | \$ | 110.00                     |
| 3  | 22   | Axtell & Briggs PLLC   | 621 W Mallon Ave #608   | Office Upper  | 960 \$                               | 110.00                               | \$ | 110.00                     |
| 3  | 22   | The Well Nest Migraine Relief & Massage Therapy  | 621 W Mallon Ave #609   | Retail Upper  | 838 \$                               | 110.00                               | \$ | 110.00                     |
| 3  | 64   | Washington Policy Center   | 9 S Washington St #212  | Office Upper  | 800 \$                               | 110.00                               | \$ | 110.00                     |
| 3  | 64   | House Representative Jeff Holy   | 9 S Washington St #302  | Exempt  | 500 \$                               | -                                    | \$ | -                          |
|  |  | Allison Morgan Counseling  | 9 S Washington St #310  | Office Upper  | 1277 \$                              | 114.93                               | \$ | 114.93                     |
| 3  | 64   | Mass Mutual  | 9 S Washington St #415  | Office Upper  | 3200 \$                              | 288.00                               | \$ | 288.00                     |
| 2  | 54   | Sodemann Documents Services Inc  | 421 W Riverside Ave #980 Paulsen Center   | Office Upper  | 306 \$                               | 110.00                               | \$ | 110.00                     |
| 3  | 24   | Stifel, Nicolaus & Company Inc   | 201 W North River Dr #200   | Office Upper  | 7525 \$                              | 677.25                               | \$ | 677.25                     |
| 3  |  | Edward D. Jones & Co LP  | 201 W North River Dr #440   | Office Upper  | 991 \$                               | 110.00                               |    | 110.00                     |
| 3  | 24   | Waddell & Reed   | 201 W North River Dr #500   | Office Upper  | 2136 \$                              | 192.24                               | \$ | 192.24                     |
| 3  | 24   | Vista Title & Escrow   | 201 W North River Dr #205   | Office Upper  | 7316 \$                              | 658.44                               | \$ | 658.44                     |



| 2 | 54 | Cloud Engage                                      | 421 W Riverside Ave #1555B                    | Office Upper    | 1795  |             |    | 179.50   |
|---|----|---|---|-----------------|-------|-------------|----|----------|
| 2 | 54 | Nalco Chemical Company                            | 421 W Riverside Ave #774 Paulsen Center       | Office Upper    | 459   | \$ 110.00   |    | 110.00   |
| 2 | 54 | Downtown Dental                                   | 421 W Riverside Ave #880 Paulsen Center       | Office Upper    | 295   | \$ 110.00   | \$ | 110.00   |
| 2 | 54 | Shaw Contract                                     | 421 W Riverside Ave #468                      | Office Upper    | 708   | \$ 110.00   | \$ | 110.00   |
| 2 | 54 | Spokane Regional Transportation Council (SRTC)    | 421 W Riverside Ave #500 Paulsen Center       | Office Upper    | 4200  | \$ 420.00   | \$ | 420.00   |
| 2 | 54 | Patrick Day, AIF                                  | 421 W Riverside Ave #717                      | Office Upper    | 791   | \$ 110.00   | \$ | 110.00   |
| 2 | 54 | Department of Services for the Blind              | 421 W Riverside Ave #830                      | Exempt          | 2840  | \$ -        | \$ | -        |
| 2 | 54 | Feltman Ewing PS                                  | 421 W Riverside Ave #1400 875A Paulsen Center | Office Upper    | 5583  | \$ 558.30   | \$ | 558.30   |
| 2 | 54 | Inland Northwest Bank                             | 421 W Riverside Ave #113 772 Paulsen Center   | Office Upper    | 21366 | \$ 2,136.60 | \$ | 2,136.60 |
| 2 | 54 | Diamond Parking Services LLC                      | 421 W Riverside Ave #1250                     | Office Upper    | 2979  | \$ 297.90   | \$ | 297.90   |
| 1 | 34 | Willamette Valley Bank                            | 110 N Post St                                 | Retail Ground   | 6000  | \$ 1,620.00 | \$ | 1,620.00 |
| 2 | 36 | Belle Vie Massage Studio                          | 2 N Post St                                   | Retail Ground   | 572   | \$ 110.00   | \$ | 110.00   |
| 2 | 36 | Coffman Engineers                                 | 10 N Post St #500 Peyton Bldg                 | Office Upper    | 3929  | \$ 392.90   | \$ | 392.90   |
| 2 | 36 | State of Washington                               | 10 N Post St #446 Peyton Bldg                 | Exempt          | 1509  | \$ -        | \$ | -        |
| 2 | 36 | Downtown Spokane Partnership                      | 10 N. Post St.                                | Office Upper    | 3598  | \$ 359.80   |    |          |
| 2 | 36 | Downtown Spokane Partnership                      | 10 N. Post St.                                | Office Upper    | 423   | \$ 42.30    | \$ | 402.10   |
| 2 |    | Barbara Kraxberger, Acupuncturist                 | 10 N Post St #648                             | Office Upper    | 184   | \$ 110.00   | \$ | 110.00   |
| 2 | 36 | Van Valkenburg Law                                | 10 N Post St #650                             | Office Upper    | 207   | \$ 110.00   | \$ | 110.00   |
| 2 | 36 | American Exploration & Mining                     | 10 N Post St #305                             | Office Upper    | 2500  | \$ 250.00   | \$ | 250.00   |
| 2 | 36 | American Exploration & Mining                     | 10 N Post St #305                             | Office Upper    | 172   |             |    | 110.00   |
| 2 | 36 | Federal Defenders of Eastern Washington & Idaho   | 10 N Post St #700                             | Office Upper    | 11612 | \$ 1,161.20 | \$ | 1,161.20 |
| 1 | 26 | Pendleton   | 808 W Main Ave #218                           | Retail Skywalk  | 4000  | \$ 1,080.00 |    | 1,080.00 |
| 2 | 17 | Gold Reserve Inc                                  | 999 W Riverside Ave #401                      | Office Upper    | 5100  |             |    | 510.00   |
| 2 | 29 | Black Realty Management / Black Commercial        | 801 W Riverside Ave #400                      | Office Upper    | 5200  |             |    | 520.00   |
| 2 |    | Greater Spokane Incorporated                      | 801 W Riverside Ave Ste 100                   | Office Ground   | 8200  |             |    | 1,148.00 |
| 2 |    | Greater Spokane Incorporated                      | 801 W Riverside Ave Ste 100                   | Office Upper    | 8200  | \$ 820.00   | -  | 820.00   |
| 2 |    | SCORE Spokane, Chapter 180                        | 801 W Riverside Ave #444                      | Exempt          | 3000  |             | \$ | -        |
| 1 |    | HK Telecom Inc                                    | 701 W Riverside Ave #A                        | Retail Ground   | 1740  | •           | -  | 469.80   |
| 1 |    | BlueJay Coffee                                    | 701 W Riverside Ave #C                        | Retail Ground   | 682   | \$ 184.14   | -  | 184.14   |
| 2 | 49 | Family Services Spokane                           | 7 S Howard St #300 Symons Bldg                | Exempt          | 1887  |             | \$ | -        |
| 2 | 49 | Gerl Law Office                                   | 7 S Howard St #416                            | Office Upper    | 915   |             |    | 110.00   |
| 2 | 49 | US Volleyball Association - Evergreen Association | 7 S Howard St #418                            | Office Upper    | 1081  |             |    | 110.00   |
| 2 |    | Barrett Scudder                                   | 7 S Howard St #420                            | Office Upper    | 380   | \$ 110.00   |    | 110.00   |
| 1 |    | M Apartments                                      | 612 W Main Ave                                | Apartments      | 99    | \$ 495.00   | -  | 495.00   |
| 1 |    | Nike Factory Store - Spokane                      | 618 W Main Ave                                | Retail Ground   | 12186 | \$ 3,290.22 |    | 3,290.22 |
| 1 |    | Stay Alfred                                       | 612 W Main Ave #300                           | Hotels & Motels | 15    | \$ 375.00   |    | 375.00   |
| 2 |    | Zayo Bandwidth NW                                 | 422 W Riverside Ave #1501 USBank Bldg         | Office Upper    | 975   | \$ 110.00   | -  | 110.00   |
| 2 |    | Cutting Edge Communications                       | 422 W Riverside Ave #1508 USBank Bldg         | Office Upper    | 266   | \$ 110.00   | -  | 110.00   |
| 2 | 53 | Cutting Edge Communications                       | 422 W Riverside Ave #1509 USBank Bldg         | Office Upper    | 221   |             |    | 110.00   |
| 2 |    | Yoder, Medina, Campbell                           | 422 W Riverside Ave #501 USBank Bldg          | Office Upper    | 4654  |             | -  | 465.40   |
| 2 |    | Hutton Settlement                                 | 422 W Riverside Ave. #618 USBank Bldg         | Exempt          | 136   | \$ -        | \$ | -        |
| 2 |    | Schoedel & Schoedel CPA's PLLC                    | 422 W Riverside Ave #1524 USBank Bldg         | Office Upper    | 1012  | \$ 110.00   | -  | 110.00   |
| 2 |    | Richter Wimberley PS                              | 422 W Riverside Ave #308 USBank Bldg          | Office Upper    | 382   | 7           | -  | 110.00   |
| 2 |    | Witherspoon Kelley                                | 422 W Riverside Ave #900 USBank Bldg          | Office Upper    | 3053  |             |    | 305.30   |
| 2 |    | Witherspoon Kelley                                | 422 W Riverside Ave #1000 USBank Bldg         | Office Upper    | 10967 |             |    | 1,096.70 |
| 2 |    | Witherspoon Kelley                                | 422 W Riverside Ave #1532 USBank Bldg         | Office Upper    | 296   |             |    | 110.00   |
|   |    | Witherspoon Kelley                                | 422 W Riverside Ave #1532 USBank Bldg         | Office Upper    | 519   |             |    | 110.00   |
| 2 | JO |   |   |                 |       |             |    |          |
| 2 | 53 | US Bank of Washington                             | 422 W Riverside Ave #101B USBank Bldg         | Office Ground   | 6294  | \$ 881.16   | ΙĊ | 881.16   |



| 2 | 53 | US Bank of Washington                   | 422 W Riverside Ave #1200 USBank Bldg       | Office Upper       | 11973 | \$ 1,   | 197.30 | \$   | 1,197.30   |
|---|----|---|---|--------------------|-------|---------|--------|------|------------|
| 2 | 53 | Richards, Merrill & Peterson Inc        | 422 W Riverside Ave #1314 USBank Bldg       | Office Upper       | 906   |         | 110.00 |      | 110.00     |
| 2 | 53 | Joseph L. Schmitz                       | 422 W Riverside Ave #1407 USBank Bldg       | Office Upper       | 2343  | \$      | 234.30 | \$   | 234.30     |
| 2 | 53 | Joseph L. Schmitz                       | 422 W Riverside Ave #1522 USBank Bldg       | Office Upper       | 270   | \$      | 110.00 | \$   | 110.00     |
| 2 | 53 | Aviat Inc                               | 422 W Riverside Ave #1414                   | Office Upper       | 400   | \$      | 110.00 | \$   | 110.00     |
| 1 | 40 | Wheatland Bank                          | 222 N Wall St #308 Wheatland FC             | Retail Ground      | 3852  | \$ 1,   | 040.04 | \$   | 1,040.04   |
| 1 | 40 | MW Consulting Engineers                 | 222 N Wall St #416 Wheatland FC             | Office Upper       | 1020  | \$      | 112.20 | \$   | 112.20     |
| 2 | 37 | Paine Hamblen LLP                       | 717 W Sprague Ave #1400 WTFC                | Office Upper       | 11130 | \$ 1,   | 113.00 | \$   | 1,113.00   |
| 2 | 56 | Lee Frame Shop & Custom Framing Gallery | 421 W 1st Ave                               | Retail Ground      | 1300  | \$      | 195.00 | \$   | 195.00     |
| 2 | 37 | Washington Trust Bank                   | 717 W Sprague Ave #200 WTFC                 | Office Upper       | 323   | \$      | 110.00 | \$   | 110.00     |
| 2 | 37 | Washington Trust Bank                   | 717 W Sprague Ave #400 WTFC                 | Office Upper       | 2289  | \$      | 228.90 | \$   | 228.90     |
| 2 | 37 | Washington Trust Bank                   | 717 W Sprague Ave #600 WTFC                 | Office Upper       | 11255 | \$ 1,   | 125.50 | \$   | 1,125.50   |
| 2 | 37 | Washington Trust Bank                   | 717 W Sprague Ave #700 WTFC                 | Office Upper       | 11130 | \$ 1,   | 113.00 | \$   | 1,113.00   |
| 2 | 37 | Washington Trust Bank                   | 717 W Sprague Ave #900 WTFC                 | Office Upper       | 10308 | \$ 1,   | 030.80 | \$   | 1,030.80   |
| 2 | 37 | Washington Trust Bank                   | 717 W Sprague Ave #1000 WTFC                | Office Upper       | 10202 | \$ 1,   | 020.20 | \$   | 1,020.20   |
| 2 | 37 | Washington Trust Bank                   | 717 W Sprague Ave #1100 WTFC                | Office Upper       | 7412  | \$      | 741.20 | \$   | 741.20     |
| 2 | 37 | Washington Trust Bank                   | 717 W Sprague Ave #1166 WTFC                | Office Upper       | 3701  | \$      | 370.10 | \$   | 370.10     |
| 2 | 37 | Bennett, Bigelow & Leedom PS            | 717 W Sprague Ave #1202                     | Office Upper       | 4088  | \$      | 408.80 | \$   | 408.80     |
| 2 | 45 | Potlatch Corporation                    | 601 W 1st Ave #901 1500 1600 Wells Fargo FC | Office Upper       | 11365 | \$ 1,   | 136.50 | \$   | 1,136.50   |
| 2 | 45 | Wells Fargo Corporate Properties        | 601 W 1st Ave #700 Wells Fargo FC           | Office Upper       | 10971 | \$ 1,   | 097.10 | \$   | 1,097.10   |
| 2 | 45 | Wells Fargo Corporate Properties        | 601 W 1st Ave #800 Wells Fargo FC           | Office Upper       | 10971 | \$ 1,   | 097.10 | \$   | 1,097.10   |
| 2 | 45 | Visit Spokane                           | 601 W 1st Ave #1000 Wells Fargo FC          | Office Upper       | 11753 | \$ 1,   | 175.30 | \$   | 1,175.30   |
| 2 | 18 | Bing Crosby Theater                     | 901 W. Sprague Ave                          | Theaters           | 756   | \$ 1,   | 791.72 | \$   | 1,791.72   |
| 1 | 26 | Hope Outfitters                         | 808 W Main Ave #216                         | Retail Upper       | 1783  | \$      | 196.13 | \$   | 196.13     |
| 2 | 48 | Hughes & Nelson                         | 505 W Riverside Ave #600                    | Office Upper       | 822   | •       | 110.00 | \$   | 110.00     |
| 2 | 31 | Davenport Hotel Parking Garage          | 813 W 1st Ave                               | Commercial Parking | 700   | \$ 2,   | 184.00 | \$   | 2,184.00   |
| 3 | -  | Revive Esthetics                        | 108 N Washington St #202 Legion Bldg        | Retail Upper       | 1000  |         | 110.00 | \$   | 110.00     |
| 2 |    | Bank of America Parking Garage          | 601 W Riverside Ave                         | Commercial Parking | 392   |         | 223.04 | \$   | 1,223.04   |
| 1 |    | Hieber Properties                       | 530 W Main Ave #3 Bennett Block             | Office Upper       | 5000  | •       | 550.00 | \$   | 550.00     |
| 3 | 60 | The Arthur Scott Group                  | 303 W Main Ave                              | Office Ground      | 940   | •       | 131.60 | •    | 131.60     |
|   |    |   |   |                    |       | \$ 570, | 044.40 | \$ ! | 570,044.40 |



#### **2019 WORK PLAN**

#### PREPARED BY THE DOWNTOWN SPOKANE PARTNERSHIP

#### STRENGTHEN AND TAKE ON A HIGHER LEVEL OF ORGANIZATIONAL SUCCESS

#### **ORGANIZATIONAL STRENGTH**

- Establish Downtown Plan Committee to manage plan update and consulting contract
- Strengthen our brand as a destination and an organization
- Strengthen internal culture and connectivity to mission
- Increase training and strengthen internal communication for/from staff
- Continually measure progress against our plan
- Grow database to improve communications with Ratepayers
- Achieve measurable goals for Board outreach to Ratepayers
- Assign clean and safe leads to Board members in each zone to resolve issues and strengthen communications with Ratepayers.

#### **FINANCIAL STRENGTH**

- Continue use of Finance Committee to maintain high level of financial management practices and fiscal responsibility to Ratepayers and Members.
- Establish 501 c3 to support fundraising for programming, capital investments and/or core BID functions
- Form PDA with a TIF revenue stream so we are positioned to partner with City on approved capital investments.
- Increase BID funding to enhance clean and safe services
- Develop and maintain sponsorships to grow activations and events
- Create and implement major fundraising event

#### **BRAND STRENGTH**

- Establish a Marketing Advisory Committee
- Promote downtown as the premier location to live/work/play in the region
- Cultivate downtown advocates and influencers
- Strengthen and share visual identity
- Compliment regional branding
- Deepen relationships with local and regional media
- Maintain robust ad campaigns

#### **2019 STRATEGIC GOALS**

#### DRIVE BUSINESS DEVELOPMENT AND INVESTMENT IN CAPITAL PROJECTS AND INFRASTRUCTURE

- 1. Maintain a robust, efficient and accessible on and off-street parking system that serves diverse market segments.
  - 1.1. Execute on prioritized elements of pending Parking Study
  - 1.2. Gain support for parking add backs to Stevens Street
  - 1.3. Advance planning for peripheral parking along future Central City Line.
  - 1.4. Increased safety in off street parking through improved lighting of surface lots
- 2. Provide leadership to advance interests of Ratepayers and Members on key planning projects.
  - 2.1. Seek and provide input on Post Street design
  - 2.2. Continued feedback on the remaining planning/design elements for CCL
  - 2.3. Engage in planning around County Corrections plan
  - 2.4. Engage in Sub area planning on North Bank 2018/19
- 3. Provide continued support for approved public projects.
  - 3.1. Support final design and build out of Riverside Ave
  - 3.2. Support final design and build out of Sportsplex and regional multipurpose stadium
  - 3.3. Support final design and planning for Central City Line (CCL)
- 4. Provide leadership to maintain health and retention of Ratepayers and Members during approved major projects.
  - 4.1. Refine and deploy kit of tools to serve businesses impacted by current and future construction projects.
  - 4.2. Gain Council support for facade improvement grants during Riverside Ave construction.
- 5. Drive projects to enhance the enjoyment of public parks, plazas, alleyways, streetscapes, and underutilized spaces.
  - 5.1. Support the construction of a zip line and basketball court as amenities in Riverfront Park.
  - 5.2. Enhanced pedestrian crossings for Spokane Falls in City six year capital plan.
  - 5.3. Complete City Wall/Howard pilot alleyway activation investment.
- 6. Engage in partnerships to drive economic development in downtown and support a healthy regional economy.
  - 6.1. Explore the formation of an Economic Development alliance group
  - 6.2. Partner on the regional Economic Development website portal
  - 6.3. Support City in recruitments efforts
- 7. Engage in business outreach to understand Ratepayer and Member needs and to connect them with resources.
  - 7.1. Host quarterly Downtown Dialogue forums
  - 7.2. Connect existing businesses and assist in targeted recruitment with Buxton and LMX systems
  - 7.3. Partner with BID Board in comprehensive outreach to better serve our Ratepayers

#### **CREATE A UNIQUE AND POSITIVE EXPERIENCE**

1. Secure Council support for proposed Business Improvement District expansion consultant to provide clean, safe and promotional services to a growing urban area.

- 2. Grow and maintain an efficient and reliable system to support the cleanliness of the downtown Business Improvement District and greater downtown area.
  - 2.1. Add three staff members to the Clean Team
  - 2.2. Grow volunteer workers through programs like Hope Works and UGM
  - 2.3. Mechanize our efforts to improve efficiency
  - 2.4. Assign Clean Team to manage all cleaning and beautification responsibilities in downtown public spaces.
- 3. Design, implement, and maintain a downtown beautification plan.
  - 3.1. Plant and maintain sidewalk planters and hanging baskets within the downtown BID. Provide City with competitive hanging basket watering contract.
  - 3.2. Complete design phase of the Browns to U District cultural trail along Riverside Avenue.
- 4. Grow and maintain resources which add to the security and safety of the downtown Business Improvement District and greater downtown area.
  - 4.1. Add an additional team so that Ambassadors can focus on security responsibilities.
  - 4.2. Deploy education on benefits of CPTED related investments including installation of LED lighting
  - 4.3. Continue execution of camera grant program
  - 4.4. Consider investment in Spokane Police Department overtime if budget allows
  - 4.5. Develop seamless communication between private security companies, DSP and SPD
  - 4.6. Work with Spokane Police Department to enhance Ambassador training and skills necessary to address safety issues.
  - 4.7. Support City in helping to drive Regional Homeless Plan
  - 4.8. Support reform programs that lift individuals out of homelessness and/or destructive behaviors. Hope works; Soar; Pioneer Human Services; Community Court
- 5. Improve and grow existing downtown activations and major events to support commerce in the downtown area and add to the year-round vitality of downtown.
  - 5.1. Identify and support major events presented by outside organizations. Provide resources where available.
  - 5.2. Work with partners at Riverfront Park and the Public Facilities district to encourage activation between downtown and dedicated event spaces.
  - 5.3. Drive the programming and activation of plazas, alleyways, streetscapes and under-utilized spaces.
  - 5.4. Convene parties to improve and market activation of the river.
  - 5.5. Secure one or more contracts with property owners for programming. Target Wall/Howard alleyway, Wall Street, The Parkade Plaza, and CSO 24
  - 5.6. Add one or more program/event ambassador(s)
- 6. Increase parking options and use of existing facilities
  - 6.1. Prioritize and execute on additional prioritized findings from pending Parking study
  - 6.2. Continued promotion of off-street parking options and communication of on-street regulations
  - 6.3. Rebrand City Ticket program and secure plan for South side facility
  - 6.4. Realign EasyPark and PremierPark parking validation programs







# **CITY OF SPOKANE**

# DOWNTOWN SPOKANE PARTNERSHIP (DSP)

Downtown Spokane Development Association 501c6 Private Non-profit Membership Organization

# DSP BOARD OF DIRECTORS

DSP President
DSP Membership
DSP Staff

The Downtown Spokane Partnership is hired by the City of Spokane to administer the BID (1995-2021). Under this agreement, the DSP provides planning efforts for Downtown, and oversees the implementation of downtown enhanced public services. The DSP Board of Directors sets the strategic agenda, guides and manages the revitalization program, and administers various implementation entities.

# PARKING AND BUSINESS IMPROVEMENT DISTRICT (BID)

Funding Mechanism for Enhanced Services
[Authorized by Washington RCW 35.87A & Spokane SMC 04.31]

### **BID RATEPAYER ADVISORY BOARD**

Directed by DSP President as the BID Program Administrator. The BID Board Advises, Recommends and Monitors Budget and Services and Hears Appeals from Ratepayers Regarding Assessments.

# MANAGEMENT AND ADMINISTRATION

The DSP assigns staff resources based on annual business plan requirements to maximize an effective resource mix between the DSP and BID. The graph to the left represents the percentage of time allocated to BID or DSP activities for each staff resource.

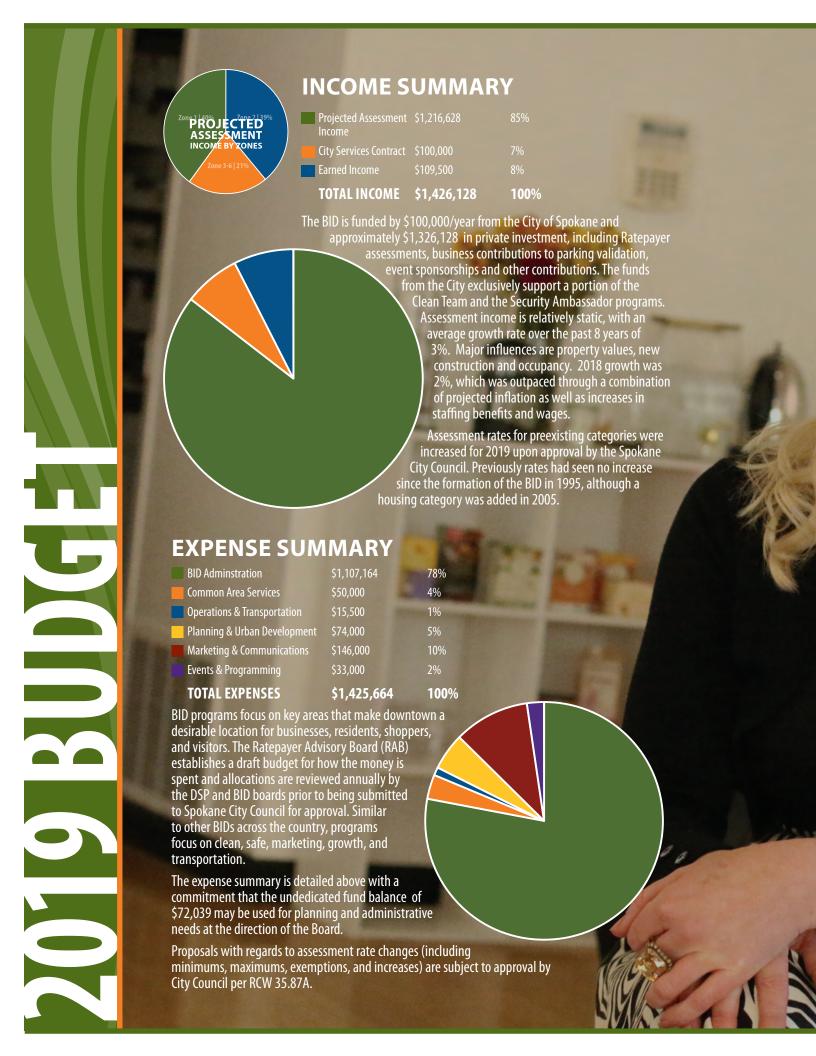
## **FOCUSED MANAGEMENT**

DSP staff provide focused management to oversee tasks listed in the City BID contract, including:

- Contract management
- Management plan implementation
- Ratepayer outreach and communication
- Business retention and recruitment
- City relations
- Board engagement and support
- Annual audit

# STAFF ALLOCATION ■BID ■DSP

| PRESIDENT 70%                             | 30%  |
|---|------|
| SECURITY AMBASSADOR & CLEAN TEAM DIRECTOR | 100% |
| ECONOMIC DEVELOPMENT MANAGER 70%          | 30%  |
| PUBLIC POLICY & PARKING MANAGER 60%       | 40%  |
| MARKETING & PROGRAMMING MANAGER 85%       | 15%  |
| FINANCE & ACCOUNTING MANAGER 85%          | 15%  |
| ACCOUNTING & DATABASE ASSOCIATE 90%       | 10%  |
| ADMINISTRATIVE ASSISTANT 80%              | 70%  |
| SECURITY AMBASSADORS                      | 100% |
| CLEAN TEAM                                | 100% |





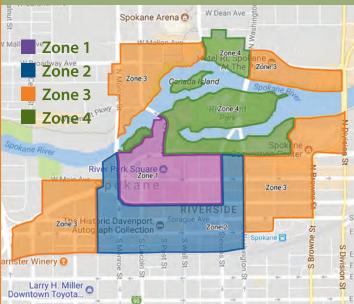
### PROPERTY ASSESSMENT FORMULA

Property owner assessments are based upon current values for land plus improvements and are calculated at a rate per \$1,000 of total assessed value. Each property, including its tenants, shall be assessed under both the tenant and property owner formulas. There is an annual minimum assessment of \$110.00 per property parcel. 501c3 ownership exempt with proof of federal filing.

| ТҮРЕ                       | 1                       | 2                    | 3               | 4 |
|----------------------------|-------------------------|----------------------|-----------------|---|
| Private Property           | \$1.10                  | \$1.10               | \$0.70          | 0 |
| Government                 | \$0.80                  | \$0.80               | \$0.60          | 0 |
| Residential/Condominiums   | \$0.60<br><i>Up t</i> e | \$0.60<br>o a max of | \$0.40<br>\$215 | 0 |
| Public Facilities District |                         | \$0.31               |                 | 0 |

### **GOVERNMENT PARK PROPERTY ASSESSMENT FORMULA**

Public Parks Zone 4 \$150.00 per acre



### **TENANT ASSESSMENT FORMULA**

Tenant assessments are based upon square footage of space per lease or per unit noted. There is an annual minimum assessment of \$110.00 per tenant. 501c3 tenant business exempt with proof of federal filing. Hotel parking available to the public for a fee will be assessed at zone parking rates.

| parking rates.   |        |                |        |            |  |
|--|--------|----------------|--------|------------|--|
| ТҮРЕ   | 1      | 2              | 3      | 4          |  |
| Retail Tenants<br>Ground floor and skywalk             | \$0.27 | \$0.15         | \$0.12 | \$0        |  |
| Office Tenants<br>Ground floor and skywalk             | \$0.15 | \$0.14         | \$0.11 | \$0        |  |
| Office and Retail Tenants Upper floors and basement    | \$0.11 | \$0.10         | \$0.09 | \$ 0       |  |
| Manufacturing Tenants<br>Outside a C-1 zoning district | \$0.11 | \$0.10         | \$0.09 |            |  |
| Within a C-1 zoning district                           |        | \$0.04         |        | \$0<br>\$0 |  |
| Commercial Parking Per space assessment                | \$3.75 | \$3.12         | \$2.50 | \$0        |  |
| Commercial Theaters  Per seat assessment               | \$3.12 | \$2.37         | \$2.00 | \$0        |  |
| Apartments Per unit assessment                         | \$5.00 | \$4.37         | \$3.75 | \$0        |  |
| Combined Tenant/Owner                                  | 73.00  | у <b>т.</b> Э/ | 75.75  | 70         |  |
| Hotels and Motels<br>(per room assessment)             |        | \$25.00        |        | \$0        |  |
|  |        |                |        |            |  |

# STRENGTHEN AND TAKE ON A HIGHER LEVEL OF ORGANIZATIONAL SUCCESS

# **ORGANIZATIONAL STRENGTH**

- · Establish John Bennett Public Policy Committee
- Establish Downtown Plan Committee to manage plan update and consulting contract
- Strengthen our brand as a destination and an organization
- Strengthen internal culture and connectivity to mission
- Increase training and strengthen internal communication for/from staff
- · Continually measure progress against our plan
- Grow database to improve communications with Ratepayers
- Achieve measurable goals for Board outreach to Ratepayers
- Assign clean and safe leads to Board members in each zone to resolve issues and strengthen communications with Ratepayers.

## FINANCIAL STRENGTH

- Continue use of Finance Committee to maintain high level of financial management practices and fiscal responsibility to Ratepayers and Members.
- Establish 501 c3 to support fundraising for programming, capital investments and/or core BID functions
- Form PDA with a TIF revenue stream so we are positioned to partner with City on approved capital investments.
- Increase BID funding to enhance clean and safe services
- Develop and maintain sponsorships to grow activations and events
- Create and implement major fundraising event

# **BRAND STRENGTH**

- Establish a Marketing Advisory Committee
- Promote downtown as the premier location to live/work/play in the region
- Cultivate downtown advocates and influencers
- Strengthen and share visual identity
- · Compliment regional branding
- Deepen relationships with local and regional media
- Maintain robust ad campaigns





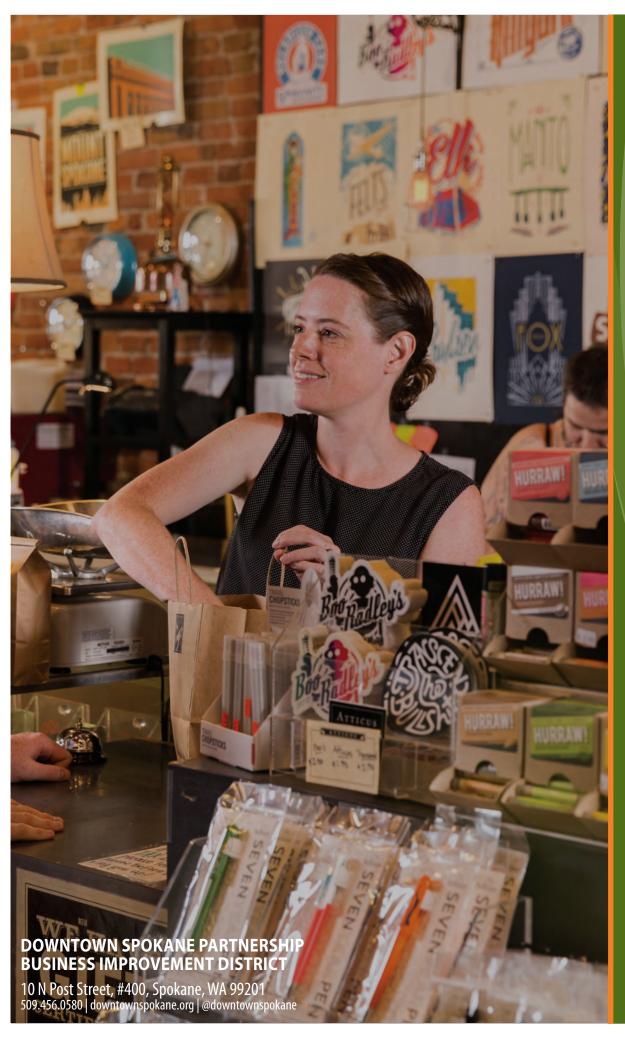
# **2019 GOALS**

# DRIVE BUSINESS DEVELOPMENT AND INVESTMENT IN CAPITAL PROJECTS AND INFRASTRUCTURE

- 1. Maintain a robust, efficient and accessible on and off-street parking system that serves diverse market segments.
- 2. Provide leadership to advance interests of Ratepayers and Members on key planning projects.
- 3. Provide continued support for approved public projects.
- 4. Provide leadership to maintain health and retention of Ratepayers and Members during approved major projects.
- 5. Drive projects to enhance the enjoyment of public parks, plazas, alleyways, streetscapes, and under-utilized spaces.
- 6. Engage in partnerships to drive economic development in downtown and support a healthy regional economy.
- 7. Engage in business outreach to understand Ratepayer and Member needs and to connect them with resources.

# CREATE A UNIQUE AND POSITIVE EXPERIENCE

- 1. Secure Council support for proposed Business Improvement District expansion consultant to provide clean, safe and promotional services to a growing urban area.
- 2. Grow and maintain an efficient and reliable system to support the cleanliness of the downtown Business Improvement District and greater downtown area.
- 3. Design, implement, and maintain a downtown beautification plan.
- 4. Grow and maintain resources which add to the security and safety of the downtown Business Improvement District and greater downtown area.
- 5. Improve and grow existing downtown activations and major events to support commerce in the downtown area and add to the year-round vitality of downtown.
- 6. Increase parking options and use of existing facilities.





| SPOKANÉ Agenda Sheet      | for City Council Meeting of:     | Date Rec'd         | 12/3/2018     |
|---------------------------|----------------------------------|--------------------|---------------|
| 12/17/2018                |                                  | Clerk's File #     | ORD C35724    |
|                           |                                  | Renews #           |               |
| Submitting Dept           | PLANNING                         | Cross Ref #        |               |
| <b>Contact Name/Phone</b> | CHRISTOPHER 625-6194             | Project #          |               |
| Contact E-Mail            | CGREEN@SPOKANECITY.ORG           | Bid #              |               |
| Agenda Item Type          | Final Reading Ordinance          | Requisition #      |               |
| Agenda Item Name          | 0650 - ORDINANCE APPROVING & COM | NFIRMING 2019 ASSE | SSMENTS FOR E |

# **Agenda Wording**

An Ordinance approving and confirming the 2019 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.

### **Summary (Background)**

The City Council approved Resolution No. 2018-0086 which gave notice that the City Council would hold a public hearing on the 2019 Assessment Roll for the East Sprague Parking and Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

| Fiscal Impact            | Grant related? | NO          | <b>Budget Accoun</b> | <u>t</u>         |
|--------------------------|----------------|-------------|----------------------|------------------|
|                          | Public Works?  | NO          |                      |                  |
| Neutral \$               |                |             | #                    |                  |
| Select \$                |                |             | #                    |                  |
| Select \$                |                |             | #                    |                  |
| Select \$                |                |             | #                    |                  |
| Approvals                |                |             | Council Notifica     | ations           |
| Dept Head                | TRAUTM         | AN, HEATHER | Study Session        |                  |
| <b>Division Director</b> | KINDER,        | DAWN        | Other                | City Council Mtg |
| <u>Finance</u>           | ORLOB, I       | KIMBERLY    | Distribution List    | t                |
| <u>Legal</u>             | PICCOLO        | , MIKE      | cgreen@spokanecity   | org.             |
| For the Mayor            | ORMSBY         | , MICHAEL   | sbishop@spokanecity  | y.org            |
| Additional App           | rovals         |             | dkinder@spokanecity  | y.org            |
| <u>Purchasing</u>        |                |             | htrautman@spokane    | ecity.org        |
| CITY COUNCIL             | MCDANI         | EL, ADAM    | mpiccolo@spokaneci   | ity.org          |
|                          |                |             | jhensley@spokanecit  | ty.org           |
|                          |                |             | laverne@accessunifie | ed.net           |

#### ORDINANCE NO. C35724

AN ORDINANCE APPROVING AND CONFIRMING THE 2019
ASSESSMENTS AND ASSESSMENT ROLL FOR THE EAST SPRAGUE PARKING
AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-35377
AS CODIFIED AND AMENDED IN CHAPTER 4.31C SMC.

WHEREAS, the Spokane City Council on October 22, 2018 passed Resolution 2018 - 0086, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution No. 2018 - 0086, a public hearing was held on December 17, 2018 to take public testimony regarding the assessments and assessment roll for the East Sprague Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the East Sprague Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

#### THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2019 assessments and the assessment roll of the East Sprague Parking and Business Improvement Area, established under Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk and City Treasurer.

<u>Section 2</u>. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects (as described in RCW 35.87A.020(3), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-35377, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Appendix A.

<u>Section 3</u>. Pursuant to SMC 4.31C.100, the projects, programs, activities and budget for the 2019 East Sprague Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

<u>Section 4</u>. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk may be paid in two installments with the first half of the assessment due and payable on the 31<sup>st</sup> day of January, 2019, and the second half of the assessment due and payable on the 31<sup>st</sup> day of July, 2019. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars (\$100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

<u>Section 6</u>. This ordinance shall take effect and be in full force from and after the date of its passage.

| Attest:                    | Approved as to form: |  |
|----------------------------|----------------------|--|
|                            | Council President    |  |
|                            |                      |  |
| PASSED by the City Council | on                   |  |

| Mayor | Date           |  |
|-------|----------------|--|
|       |                |  |
|       | Effective Date |  |
|       | LITECTIVE Date |  |

# EAST SPRAGUE BUSINESS IMPROVEMENT DISTRICT Special Assessment Matrix

| Estimated Annual<br>Revenue            | % Assessn<br>on Land<br>Footage | Square   | % Assessment b<br>Taxable Assesse<br>(TAV) | Total<br>Parcels  |       |  |
|--|---------------------------------|----------|--|-------------------|-------|--|
| \$62,185.37                            | 75                              | 5%       | 25%  |                   | 233   |  |
| Benefit Area by Zone                   | Minimums                        | Maximums | Rate per LSF                               | er \$1,000<br>ГАV |       |  |
| Center and<br>Corridor<br>(Commercial) | \$200                           | \$1,000  | 2.6 cents                                  | 60                | cents |  |
| General<br>Commercial                  | \$100                           | \$500    | 1.4 cents                                  | 30                | cents |  |
| Industrial                             | \$50                            | \$250    | 0.6 cents                                  | 15                | cents |  |

2019 represents the fourth assessment year and the first year in the second three year assessment cycle for the East Sprague BID. As per section 4.31C.040.C.2.c. of the Spokane Municipal Code, for the fourth assessment year (2019), the assessment rate on lot square foot (LSF) will be increased by an Inflationary Factor equal to the percentage change in CPI for All Urban Consumers (CPI-U) West Region since the first assessment year. The taxable assessed value rate remains the same.

The CPI for All Urban Consumers (CPI-U): West Region between June 2016 and June 2018 was 6.24 percent. Therefore, previous assessment rates per LSF were increased by 6.24 percent for 2018 assessment year.

## Revised - Rec'd 12/14/2018

|            |  | Lot :      | Square F | eet (L | SF)    | Total A | Assesse | d Val | lue (TAV)     |       |           |
|------------|--|------------|----------|--------|--------|---------|---------|-------|---------------|-------|-----------|
| PID_NUM Z  | one Owner Name                                     |            | : AM     | Asses  | sment  |         |         |       | NV Assessment | Adj A | ssessment |
| 35163.2901 | 3 BREESNEE JR, JAMES M & KARLA L                   | 6745 \$    |          | \$     | 42.49  | 18,160  |         | 5 \$  |               |       | 50.00     |
| 35163.2902 | 3 BREESNEE JR, JAMES M & KARLA L                   | 6390 \$    |          | \$     | 40.26  | 175,180 |         |       |               |       | 66.53     |
| 35163.2903 | 3 CK VENTURES, LLC                                 | 6390 \$    | 0.0063   | \$     | 40.26  | 15,980  | \$ 0.1  | 5 \$  |               | \$    | 50.00     |
| 35163.2904 | 3 CK VENTURES, LLC                                 | 6390 \$    | 0.0063   | \$     | 40.26  | 170,480 | \$ 0.1  | 5 \$  |               | \$    | 65.83     |
| 35163.2907 | 3 BECK, MARK J                                     | 6390 \$    | 0.0063   | \$     | 40.26  | 50,580  | \$ 0.1  | 5 \$  | 7.59          | \$    | 50.00     |
| 35163.2908 | 3 BECK, MARK J                                     | 6390 \$    | 0.0063   | \$     | 40.26  | 15,980  | \$ 0.1  | 5 \$  | 2.40          | \$    | 50.00     |
| 35163.2912 | 3 HARGREAVES, DAVID T                              | 6390 \$    | 0.0063   | \$     | 40.26  | 106,480 | \$ 0.1  | 5 \$  | 15.97         | \$    | 56.23     |
| 35163.2913 | 3 FAUSETT, HARLEY                                  | 6390 \$    | 0.0063   | \$     | 40.26  | 85,880  | \$ 0.1  | 5 \$  | 12.88         | \$    | 53.14     |
| 35163.2914 | 3 PALMER, J / MANCINI-PALMER, E / PALMER K         | 6390 \$    | 0.0063   | \$     | 40.26  | 105,580 | \$ 0.1  | 5 \$  | 15.84         | \$    | 56.09     |
| 35163.2915 | 3 QUIGLEY INVESTMENT CO/QUIGLEY, JOHN P            | 6390 \$    | 0.0063   | \$     | 40.26  | 239,180 | \$ 0.1  | 5 \$  | 35.88         | \$    | 76.13     |
| 35163.2916 | 3 QUIGLEY INVESTMENT CO/QUIGLEY, JOHN P            | 13,135 \$  | 0.0063   | \$     | 82.75  | 45,350  | \$ 0.1  | 5 \$  | 6.80          | \$    | 89.55     |
| 35163.2917 | 3 GARBER, DEL R                                    | 12,780 \$  | 0.0063   | \$     | 80.51  | 246,850 | \$ 0.1  | 5 \$  | 37.03         | \$    | 117.54    |
| 35163.2919 | 3 CYCLONE SALES & SERVICE LTD                      | 12,780 \$  | 0.0063   | \$     | 80.51  | 152,460 | \$ 0.1  | 5 \$  | 22.87         | \$    | 103.38    |
| 35163.3001 | 3 SCHOOL YARD BILLY, LLC                           | 108,750 \$ | 0.0063   | \$     | 685.13 | 847,690 | \$ 0.1  | 5 \$  | 127.15        | \$    | 250.00    |
| 35163.3101 | 3 TEMPLIN-THOMPSON INVESTMENTS LLC                 | 6,745 \$   | 0.0063   | \$     | 42.49  | 15,180  | \$ 0.1  | 5 \$  | 2.28          | \$    | 50.00     |
| 35163.3106 | 3 TORMINOS PROPERTIES, LLC                         | 6,390 \$   | 0.0063   | \$     | 40.26  | 114,780 | \$ 0.1  | 5 \$  | 17.22         | \$    | 57.47     |
| 35163.3107 | 3 QUIGLEY INVEST                                   | 6,390 \$   | 0.0063   | \$     | 40.26  | 14,380  | \$ 0.1  | 5 \$  | 2.16          | \$    | 50.00     |
| 35163.3120 | 3 TEMPLIN-THOMPSON INVESTMENTS LLC                 | 45,085 \$  | 0.0063   | \$     | 284.04 | 805,440 | \$ 0.1  | 5 \$  | 120.82        | \$    | 250.00    |
| 35163.3121 | 3 STANDAL INVESTMENTS, LLC                         | 19,166 \$  | 0.0063   | \$     | 120.75 | 390,920 | \$ 0.1  | 5 \$  | 58.64         | \$    | 179.38    |
| 35163.3201 | 3 HACKNEY,D & S/MORSE,D/SOLIDAY                    | 6,745 \$   | 0.0063   | \$     | 42.49  | 171,780 | \$ 0.1  | 5 \$  | 25.77         | \$    | 68.26     |
| 35163.3202 | 3 HACKNEY,D & S/MORSE,D/SOLIDAY                    | 6,390 \$   | 0.0063   | \$     | 40.26  | 206,380 | \$ 0.1  | 5 \$  | 30.96         | \$    | 71.21     |
| 35163.3203 | 3 GARY L MCLAUGHLIN MARITAL TRUST/MCLAUGHLIN, MARY | 6,390 \$   | 0.0063   | \$     | 40.26  | 14,380  | \$ 0.1  | 5 \$  | 2.16          | \$    | 50.00     |
| 35163.3204 | 3 GARY L MCLAUGHLIN MARITAL TRUST/MCLAUGHLIN, MARY | 6,390 \$   | 0.0063   | \$     | 40.26  | 112,680 | \$ 0.1  | 5 \$  | 16.90         | \$    | 57.16     |
| 35163.3205 | 3 GARY L MCLAUGHLIN MARITAL TRUST/MCLAUGHLIN, MARY | 5,680 \$   | 0.0063   | \$     | 35.78  | 12,780  | \$ 0.1  | 5 \$  | 1.92          | \$    | 50.00     |
| 35163.3206 | 3 RIGG, RICKY A & QIN Z                            | 7,100 \$   | 0.0063   | \$     | 44.73  | 15,980  | \$ 0.1  | 5 \$  | 2.40          | \$    | 50.00     |
| 35163.3207 | 3 RIGG, RICKY A & QIN Z                            | 6,390 \$   | 0.0063   | \$     | 40.26  | 14,380  | \$ 0.1  | 5 \$  | 2.16          | \$    | 50.00     |
| 35163.3208 | 3 MEDELIA PROPERTIES, LLC                          | 6,390 \$   | 0.0063   | \$     | 40.26  | 127,480 | \$ 0.1  | 5 \$  | 19.12         | \$    | 59.38     |
| 35163.3210 | 3 RIGG, RICKY A & QIN Z                            | 5,850 \$   | 0.0063   | \$     | 36.86  | 168,360 | \$ 0.1  | 5 \$  | 25.25         | \$    | 62.11     |
| 35163.3211 | 3 RIGG, RICKY A & QIN Z                            | 3,234 \$   | 0.0063   | \$     | 20.37  | 51,080  | \$ 0.1  | 5 \$  | 7.66          | \$    | 50.00     |
| 35163.3212 | 3 RIGG, RICKY A & QIN Z                            | 6,390 \$   | 0.0063   | \$     | 40.26  | 15,780  | \$ 0.1  | 5 \$  | 2.37          | \$    | 50.00     |
| 35163.3213 | 3 RIGG, RICKY A & QIN Z                            | 6,390 \$   | 0.0063   | \$     | 40.26  | 16,080  | \$ 0.1  | 5 \$  | 2.41          | \$    | 50.00     |
| 35163.3214 | 3 MCLAUGHLIN, GARY L                               | 6,390 \$   | 0.0063   | \$     | 40.26  | 14,380  | \$ 0.1  | 5 \$  | 2.16          | \$    | 50.00     |
| 35163.3215 | 3 MCLAUGHLIN,J D/J E/G L/M L                       | 6,390 \$   | 0.0063   | \$     | 40.26  | 15,680  | \$ 0.1  | 5 \$  | 2.35          | \$    | 50.00     |
| 35163.3218 | 3 MCCALL, JAMES C & MARILYN B                      | 13,135 \$  | 0.0063   | \$     | 82.75  | 382,650 | \$ 0.1  | 5 \$  | 57.40         | \$    | 140.15    |
| 35163.3301 | 3 MCLAUGHLIN, J D                                  | 57,005 \$  | 0.0063   | \$     | 359.13 | 699,310 | \$ 0.1  | 5 \$  | 104.90        | \$    | 250.00    |
| 35163.3302 | 3 MCLAUGHLIN, J D                                  | 5,680 \$   | 0.0063   | \$     | 35.78  | 18,280  | \$ 0.1  | 5 \$  | 2.74          | \$    | 50.00     |
| 35163.3303 | 3 TORMINO SASH INC                                 | 6,390 \$   | 0.0063   | \$     | 40.26  | 14,380  | \$ 0.1  | 5 \$  | 2.16          | \$    | 50.00     |
| 35163.3304 | 3 TORMINO SASH INC                                 | 6,390 \$   | 0.0063   | \$     | 40.26  | 91,480  | \$ 0.1  | 5 \$  | 13.72         | \$    | 53.98     |
| 35163.3305 | 3 TORMINO SASH INC                                 | 6,390 \$   | 0.0063   | \$     | 40.26  | 287,980 | \$ 0.1  | 5 \$  | 43.20         | \$    | 83.45     |

| 35163.3306 | 3 MCLAUGHLIN, J D                         | 8,865 \$ 0.0063 \$  | 55.85    | 79,130 \$    | 0.15 | \$ 11.87  | \$ | 67.72    |
|------------|---|---------------------|----------|--------------|------|-----------|----|----------|
| 35163.3602 | 1 BFS RETAIL & COMMERCIAL OPERATIONS, LLC | 9,900 \$ 0.0265 \$  | 262.35   | 53,700 \$    | 0.60 | \$ 32.22  | \$ | 294.57   |
| 35163.3603 | 1 ROBERYT ATWOOD INVESTMENTS LLC          | 8,934 \$ 0.0265 \$  | 236.75   | 295,870 \$   | 0.60 | \$ 177.52 | \$ | 414.27   |
| 35163.3604 | 1 BFS RETAIL & COMMERCIAL OPERATIONS, LLC | 8,934 \$ 0.0265 \$  | 236.75   | 227,000 \$   | 0.60 | \$ 136.20 | \$ | 372.95   |
| 35163.3605 | 1 BFS RETAIL & COMMERCIAL OPERATIONS, LLC | 28,500 \$ 0.0265 \$ | 755.25   | 577,500 \$   | 0.60 | •         | •  | 1,000.00 |
| 35163.3701 | 1 PROPERTY, THOMAS                        | 6,000 \$ 0.0265 \$  | 159.00   | 13,500 \$    | 0.60 | \$ 8.10   | \$ | 200.00   |
| 35163.3702 | 1 LASAC INVESTMENTS, LLC                  | 6,000 \$ 0.0265 \$  | 159.00   | 17,700 \$    | 0.60 | \$ 10.62  | \$ | 200.00   |
| 35163.3703 | 1 1514, LLC                               | 6,000 \$ 0.0265 \$  | 159.00   | 157,700 \$   | 0.60 | \$ 94.62  | \$ | 253.62   |
| 35163.3704 | 1 REGENERATED START, LLC                  | 6,000 \$ 0.0265 \$  | 159.00   | 13,500 \$    | 0.60 | \$ 8.10   | \$ | 200.00   |
| 35163.3705 | 1 REGENERATED START, LLC                  | 6,000 \$ 0.0265 \$  | 159.00   | 39,700 \$    | 0.60 | \$ 23.82  | \$ | 200.00   |
| 35163.3706 | 1 TORMINO, JOHN JK                        | 6,000 \$ 0.0265 \$  | 159.00   | 13,500 \$    | 0.60 | \$ 8.10   | \$ | 200.00   |
| 35163.3707 | 1 ORCUTT, JAMES & JODIE A                 | 12,000 \$ 0.0265 \$ | 318.00   | 155,800 \$   | 0.60 | \$ 93.48  | \$ | 411.48   |
| 35163.3708 | 1 REGENERATED START, LLC                  | 6,000 \$ 0.0265 \$  | 159.00   | 184,200 \$   | 0.60 | \$ 110.52 | \$ | 269.52   |
| 35163.3709 | 1 FAKE FROWNS LLC                         | 6,000 \$ 0.0265 \$  | 159.00   | 246,100 \$   | 0.60 | \$ 147.66 | \$ | 306.66   |
| 35163.3710 | 1 LASAC INVESTMENTS, LLC                  | 12,000 \$ 0.0265 \$ | 318.00   | 661,800 \$   | 0.60 | \$ 397.08 | \$ | 715.08   |
| 35163.3804 | 1 TORMINO SASH CO                         | 6,000 \$ 0.0265 \$  | 159.00   | 41,600 \$    | 0.60 | \$ 24.96  | \$ | 200.00   |
| 35163.3811 | 1 ROSS PRINTING CO                        | 52,776 \$ 0.0265 \$ | 1,398.56 | 1,607,870 \$ | 0.60 | \$ 964.72 | \$ | 1,000.00 |
| 35163.3901 | 1 ACME TV HOME & OFFICE                   | 6,400 \$ 0.0265 \$  | 169.60   | 140,900 \$   | 0.60 | \$ 84.54  | \$ | 254.14   |
| 35163.3902 | 1 ACME ELECTRONICS SERVICES INC           | 6,400 \$ 0.0265 \$  | 169.60   | 18,000 \$    | 0.60 | \$ 10.80  | \$ | 200.00   |
| 35163.3904 | 1 RIVERSIDE DEVELOPMENT LLC               | 12,800 \$ 0.0265 \$ | 339.20   | 91,500 \$    | 0.60 | \$ 54.90  | \$ | 394.10   |
| 35163.3906 | 1 HANLEY, JAMES L & SUSAN                 | 6,400 \$ 0.0265 \$  | 169.60   | 155,500 \$   | 0.60 | \$ 93.30  | \$ | 262.90   |
| 35163.3907 | 1 ACME ELECT SER                          | 6,400 \$ 0.0265 \$  | 169.60   | 257,400 \$   | 0.60 | \$ 154.44 | \$ | 324.04   |
| 35163.3908 | 1 HANLEY, JAMES L & SUSAN                 | 6,400 \$ 0.0265 \$  | 169.60   | 380,500 \$   | 0.60 | \$ 228.30 | \$ | 397.90   |
| 35163.3909 | 1 HANLEY, JAMES L & SUSAN M               | 6,400 \$ 0.0265 \$  | 169.60   | 35,200 \$    | 0.60 | \$ 21.12  | \$ | 200.00   |
| 35163.3910 | 1 WILLARD, CAROL E                        | 6,400 \$ 0.0265 \$  | 169.60   | 52,600 \$    | 0.60 | \$ 31.56  | \$ | 201.16   |
| 35163.3913 | 1 RIVERSIDE DEVELOPMENT LLC               | 12,800 \$ 0.0265 \$ | 339.20   | 150,800 \$   | 0.60 | \$ 90.48  | \$ | 429.68   |
| 35163.4001 | 1 ROGERS REVOCABLE TRUST                  | 3,750 \$ 0.0265 \$  | 99.38    | 76,240 \$    | 0.60 | \$ 45.74  | \$ | 200.00   |
| 35163.4002 | 1 ROGERS REVOCABLE TRUST                  | 2,250 \$ 0.0265 \$  | 59.63    | 29,860 \$    | 0.60 | \$ 17.92  | \$ | 200.00   |
| 35163.4003 | 1 ROGERS REVOCABLE TRUST                  | 6,000 \$ 0.0265 \$  | 159.00   | 13,900 \$    | 0.60 | \$ 8.34   | \$ | 200.00   |
| 35163.4004 | 1 ROGERS REVOCABLE TRUST                  | 6,000 \$ 0.0265 \$  | 159.00   | 59,200 \$    | 0.60 | \$ 35.52  | \$ | 200.00   |
| 35163.4005 | 1 ROGERS REVOCABLE TRUST                  | 6,000 \$ 0.0265 \$  | 159.00   | 14,300 \$    | 0.60 | \$ 8.58   | \$ | 200.00   |
| 35163.4008 | 1 D & R SCHWARTZ HOLDINGS, LLC            | 2,325 \$ 0.0265 \$  | 61.61    | 5,230 \$     | 0.60 | \$ 3.14   | \$ | 200.00   |
| 35163.4009 | 1 D & R SCHWARTZ HOLDINGS, LLC            | 12,000 \$ 0.0265 \$ | 318.00   | 234,000 \$   | 0.60 | \$ 140.40 | \$ | 458.40   |
| 35163.4010 | 1 PANSIE TRUST, MARGARET F                | 6,000 \$ 0.0265 \$  | 159.00   | 141,900 \$   | 0.60 | \$ 85.14  | \$ | 244.14   |
| 35163.4011 | 1 MCLENDON, WILLIAM / RICHARD             | 6,000 \$ 0.0265 \$  | 159.00   | 180,700 \$   | 0.60 | \$ 108.42 | \$ | 267.42   |
| 35163.4014 | 1 TYSON, GERALD R & PORNSUVAN             | 12,000 \$ 0.0265 \$ | 318.00   | 246,800 \$   | 0.60 | \$ 148.08 | \$ | 466.08   |
| 35163.4102 | 1 RANTZOW, CARL O & ROSALIE               | 6,000 \$ 0.0265 \$  | 159.00   | 118,800 \$   | 0.60 | \$ 71.28  | \$ | 230.28   |
| 35163.4103 | 1 RANTZOW, CARL O & ROSALIE               | 6,000 \$ 0.0265 \$  | 159.00   | 13,500 \$    | 0.60 | \$ 8.10   | \$ | 200.00   |
| 35163.4104 | 1 RANTZOW, CARL & ROSELIE                 | 6,000 \$ 0.0265 \$  | 159.00   | 48,200 \$    | 0.60 |           |    | 200.00   |
| 35163.4105 | 1 RANTZOW JR, CARL O & ROSELIE S          | 6,000 \$ 0.0265 \$  | 159.00   | 13,500 \$    | 0.60 | \$ 8.10   | \$ | 200.00   |
| 35163.4106 | 1 ANDERSON, MARK T & STEFFANIE            | 3,500 \$ 0.0265 \$  | 92.75    | 173,650 \$   | 0.60 | \$ 104.19 | \$ | 200.00   |
|            | •   |                     |          | •            |      |           | •  |          |

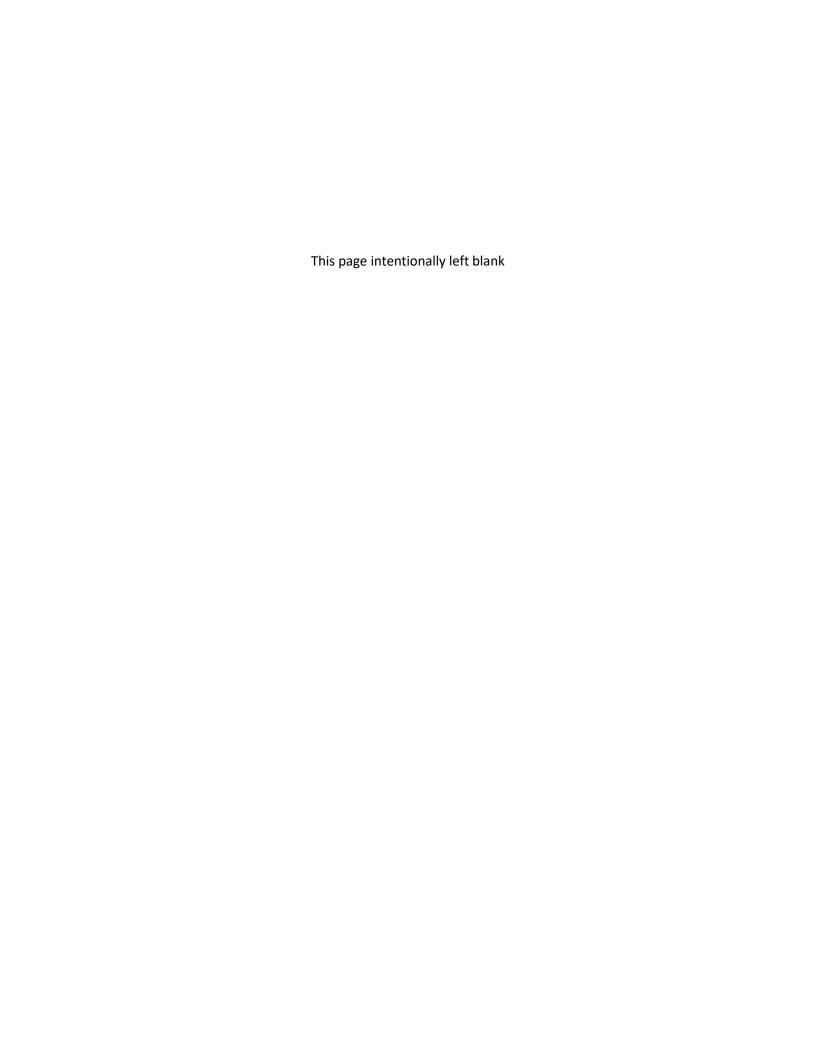
| 35163.4107 | 1 ANDERSON, MARK T & STEFFANIE                                 | 2,500 \$ 0.0265 \$  | 66.25  | 7,250 \$   | 0.60 | \$    | 4.35 | \$<br>200.00   |
|------------|--|---------------------|--------|------------|------|-------|------|----------------|
| 35163.4108 | 1 SDS 9TEEN SPRAGUE DEVELOPMENT LLC                            | 6,000 \$ 0.0265 \$  | 159.00 | 34,300 \$  | 0.60 | \$ 2  | 0.58 | \$<br>200.00   |
| 35163.4109 | 1 SDS 9TEEN SPRAGUE DEVELOPMENT LLC                            | 6,000 \$ 0.0265 \$  | 159.00 | 336,400 \$ | 0.60 | \$ 20 | 1.84 | \$<br>360.84   |
| 35163.4110 | 1 MAGERS, EDWIN P & NICOLE L                                   | 12,000 \$ 0.0265 \$ | 318.00 | 190,600 \$ | 0.60 | \$ 11 | 4.36 | \$<br>432.36   |
| 35163.4111 | 1 CCRC, LLC  | 12,000 \$ 0.0265 \$ | 318.00 | 259,800 \$ | 0.60 | \$ 15 | 5.88 | \$<br>473.88   |
| 35163.4207 | 1 VAN BELLE, JERRY L   | 6,000 \$ 0.0265 \$  | 159.00 | 103,700 \$ | 0.60 | \$ 6  | 2.22 | \$<br>221.22   |
| 35163.4208 | 1 VAN BELLE, JERRY L   | 6,000 \$ 0.0265 \$  | 159.00 | 35,100 \$  | 0.60 | \$ 2  | 1.06 | \$<br>200.00   |
| 35163.4209 | 1 FROELICH JR, WALTER & AUTUMN G                               | 12,000 \$ 0.0265 \$ | 318.00 | 67,200 \$  | 0.60 | \$ 4  | 0.32 | \$<br>358.32   |
| 35163.4210 | 1 FROELICH JR, WALTER A & AUTUMN G                             | 12,000 \$ 0.0265 \$ | 318.00 | 131,500 \$ | 0.60 | \$ 7  | 8.90 | \$<br>396.90   |
| 35163.4213 | 1 FROELICH JR, WALTER A & AUTUMN G                             | 7,333 \$ 0.0265 \$  | 194.32 | 216,100 \$ | 0.60 | \$ 12 | 9.66 | \$<br>323.98   |
| 35163.4214 | 1 INLAND NORTHWEST INVESTMENTS, LLC                            | 6,286 \$ 0.0265 \$  | 166.58 | 14,140 \$  | 0.60 | \$    | 8.48 | \$<br>200.00   |
| 35163.4215 | 1 INLAND NORTHWEST INVESTMENTS, LLC                            | 25,654 \$ 0.0265 \$ | 679.83 | 619,120 \$ | 0.60 | \$ 37 | 1.47 | \$<br>1,000.00 |
| 35164.2501 | 1 CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development | 6,000 \$ 0.0265 \$  | 159.00 | 13,500 \$  | 0.60 | \$    | 8.10 | \$<br>200.00   |
| 35164.2503 | 1 THAYER, PATRICIA A   | 6,000 \$ 0.0265 \$  | 159.00 | 112,200 \$ | 0.60 | \$ 6  | 7.32 | \$<br>226.32   |
| 35164.2504 | 1 STRATEGY WORKS, LLC  | 6,000 \$ 0.0265 \$  | 159.00 | 126,900 \$ | 0.60 | \$ 7  | 6.14 | \$<br>235.14   |
| 35164.2507 | 1 SCHULER, GORDAN  | 6,000 \$ 0.0265 \$  | 159.00 | 39,500 \$  | 0.60 | \$ 2  | 3.70 | \$<br>200.00   |
| 35164.2508 | 1 JACOBS, CYNTHIA  | 6,000 \$ 0.0265 \$  | 159.00 | 128,700 \$ | 0.60 | \$ 7  | 7.22 | \$<br>236.22   |
| 35164.2509 | 1 SPRAGUE E 2515, LLC  | 12,000 \$ 0.0265 \$ | 318.00 | 146,100 \$ | 0.60 | \$ 8  | 7.66 | \$<br>405.66   |
| 35164.2510 | 1 INLAND NORTHWEST INVESTMENTS, LLC                            | 12,000 \$ 0.0265 \$ | 318.00 | 147,900 \$ | 0.60 | \$ 8  | 8.74 | \$<br>406.74   |
| 35164.2601 | 1 WANG LIVING TRUST  | 6,000 \$ 0.0265 \$  | 159.00 | 15,300 \$  | 0.60 | \$    | 9.18 | \$<br>200.00   |
| 35164.2602 | 1 CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development | 6,000 \$ 0.0265 \$  | 159.00 | 13,500 \$  | 0.60 | \$    | 8.10 | \$<br>200.00   |
| 35164.2603 | 1 CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development | 6,000 \$ 0.0265 \$  | 159.00 | 13,500 \$  | 0.60 | \$    | 8.10 | \$<br>200.00   |
| 35164.2604 | 1 CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development | 6,000 \$ 0.0265 \$  | 159.00 | 36,100 \$  | 0.60 | \$ 2  | 1.66 | \$<br>200.00   |
| 35164.2607 | 1 MARNEY FAMILY VENTURES LLC                                   | 6,000 \$ 0.0265 \$  | 159.00 | 145,300 \$ | 0.60 | \$ 8  | 7.18 | \$<br>246.18   |
| 35164.2608 | 1 WAITING, GREGORY C & CINDY A                                 | 6,000 \$ 0.0265 \$  | 159.00 | 92,100 \$  | 0.60 | \$ 5  | 5.26 | \$<br>214.26   |
| 35164.2609 | 1 CHIU, VAN  | 6,000 \$ 0.0265 \$  | 159.00 | 30,000 \$  | 0.60 | \$ 1  | 8.00 | \$<br>200.00   |
| 35164.2610 | 1 CHIU, VAN  | 6,000 \$ 0.0265 \$  | 159.00 | 43,000 \$  | 0.60 | \$ 2  | 5.80 | \$<br>200.00   |
| 35164.2611 | 1 WANG LIVING TRUST  | 6,000 \$ 0.0265 \$  | 159.00 | 31,100 \$  | 0.60 | \$ 1  | 8.66 | \$<br>200.00   |
| 35164.2612 | 1 WANG LIVING TRUST  | 5,976 \$ 0.0265 \$  | 158.36 | 308,080 \$ | 0.60 | \$ 18 | 4.85 | \$<br>343.21   |
| 35164.2710 | 1 PARK, WALAYA P / SITHAMMALAT, SIANOUXAY                      | 6,000 \$ 0.0265 \$  | 159.00 | 64,800 \$  | 0.60 | \$ 3  | 8.88 | \$<br>200.00   |
| 35164.2712 | 1 CAST-A, LLC  | 18,000 \$ 0.0265 \$ | 477.00 | 99,000 \$  | 0.60 | \$ 5  | 9.40 | \$<br>536.40   |
| 35164.2713 | 1 CAST-A, LLC  | 18,000 \$ 0.0265 \$ | 477.00 | 259,100 \$ | 0.60 | \$ 15 | 5.46 | \$<br>632.46   |
| 35164.2801 | 1 BERGLUND, GORDIA O   | 12,000 \$ 0.0265 \$ | 318.00 | 119,500 \$ | 0.60 | \$ 7  | 1.70 | \$<br>389.70   |
| 35164.2802 | 1 RIVERSIDE PARTNERS GROUP LLC                                 | 6,000 \$ 0.0265 \$  | 159.00 | 216,800 \$ | 0.60 | \$ 13 | 80.0 | \$<br>289.08   |
| 35164.2803 | 1 RIVERSIDE PARTNERS GROUP LLC                                 | 6,000 \$ 0.0265 \$  | 159.00 | 13,500 \$  | 0.60 | \$    | 8.10 | \$<br>200.00   |
| 35164.2804 | 1 ROBERT & GEORGIA I TOMBARI LLC                               | 6,000 \$ 0.0265 \$  | 159.00 | 101,000 \$ | 0.60 | \$ 6  | 0.60 | \$<br>219.60   |
| 35164.2805 | 1 ROBERT & GEORGIA I TOMBARI LLC                               | 6,000 \$ 0.0265 \$  | 159.00 | 119,000 \$ | 0.60 | \$ 7  | 1.40 | \$<br>230.40   |
| 35164.2809 | 1 GREEN TURTLE INVESTMENTS, LLC                                | 6,000 \$ 0.0265 \$  | 159.00 | 33,000 \$  | 0.60 | \$ 1  | 9.80 | \$<br>200.00   |
| 35164.2810 | 1 GREEN TURTLE INVESTMENTS, LLC                                | 6,000 \$ 0.0265 \$  | 159.00 | 35,000 \$  | 0.60 | \$ 2  | 1.00 | \$<br>200.00   |
| 35164.2811 | 1 GREEN TURTLE INVESTMENTS, LLC                                | 6,000 \$ 0.0265 \$  | 159.00 | 244,100 \$ | 0.60 | \$ 14 | 6.46 | \$<br>305.46   |
| 35164.2812 | 1 NHUT, HAI HO & DIEM, CHAU BUI                                | 6,000 \$ 0.0265 \$  | 159.00 | 165,700 \$ | 0.60 | \$ 9  | 9.42 | \$<br>258.42   |
|            |  |                     |        |            |      |       |      |                |

| 35164.2813 | 1 KSA LLC                                       | 12,000 \$ 0.0265  |    | 318.00   | 529,400 \$      | 0.60 |    | 317.64   |    | 635.64   |
|------------|---|-------------------|----|----------|-----------------|------|----|----------|----|----------|
| 35164.2901 | 1 CITY OF SPOKANE                               | 6,000 \$ 0.0265   |    | 159.00   | 13,500 \$       | 0.60 | \$ | 8.10     |    | 200.00   |
| 35164.2902 | 1 CITY OF SPOKANE                               | 4,000 \$ 0.0265   |    | 106.00   | 9,000 \$        | 0.60 | \$ | 5.40     |    | 200.00   |
| 35164.2903 | 1 CITY OF SPOKANE                               | 4,000 \$ 0.0265   |    | 106.00   | 9,000 \$        | 0.60 | \$ | 5.40     |    | 200.00   |
| 35164.2904 | 1 CITY OF SPOKANE                               | 4,000 \$ 0.0265   |    | 106.00   | 9,000 \$        | 0.60 | \$ | 5.40     |    | 200.00   |
| 35164.2905 | 1 CITY OF SPOKANE                               | 6,000 \$ 0.0265   |    | 159.00   | 13,500 \$       | 0.60 | \$ | 8.10     |    | 200.00   |
| 35164.2906 | 1 CITY OF SPOKANE                               | 6,000 \$ 0.0265   |    | 159.00   | 13,500 \$       | 0.60 | \$ | 8.10     |    | 200.00   |
| 35164.2907 | 1 CITY OF SPOKANE                               | 6,000 \$ 0.0265   |    | 159.00   | 13,500 \$       | 0.60 | \$ | 8.10     |    | 200.00   |
| 35164.2908 | 1 MINOR, W E & N G                              | 18,000 \$ 0.0265  |    | 477.00   | 323,600 \$      | 0.60 | \$ |          | \$ | 671.16   |
| 35164.2909 | 1 HALL, DANA H                                  | 18,000 \$ 0.0265  |    | 477.00   | 180,900 \$      | 0.60 | \$ | 108.54   | •  | 585.54   |
| 35174.0546 | 3 ADM MILLING CO                                | 138,956 \$ 0.0063 |    | 875.42   | 1,582,380 \$    | 0.15 | \$ | 237.36   | •  | 250.00   |
| 35174.0549 | 2 SPOKANE TOMORROW, LLC                         | 2,500 \$ 0.0138   |    | 34.50    | 15,900 \$       | 0.30 | \$ | 4.77     | •  | 100.00   |
| 35174.0551 | 2 SPOKANE TOMORROW, LLC                         | 15,000 \$ 0.0138  | \$ | 207.00   | 124,200 \$      | 0.30 | \$ | 37.26    | •  | 244.26   |
| 35174.0552 | 2 BEL AIR MOTEL, LLC                            | 7,700 \$ 0.0138   | \$ | 106.26   | 236,300 \$      | 0.30 | \$ | 70.89    |    | 177.15   |
| 35174.0553 | 2 BEL AIR MOTEL, LLC                            | 4,300 \$ 0.0138   | \$ | 59.34    | 104,400 \$      | 0.30 | \$ | 31.32    | \$ | 100.00   |
| 35201.3201 | 2 N M SULLIVAN, LLC                             | 5,375 \$ 0.0138   | \$ | 74.18    | 187,880 \$      | 0.30 | \$ | 56.36    | \$ | 130.54   |
| 35201.3202 | 2 N M SULLIVAN, LLC                             | 9,900 \$ 0.0138   | \$ | 136.62   | 51,000 \$       | 0.30 | \$ | 15.30    | \$ | 151.92   |
| 35201.3203 | 2 FABEL, RICHARD                                | 5,375 \$ 0.0138   | \$ | 74.18    | 68,880 \$       | 0.30 | \$ | 20.66    | \$ | 100.00   |
| 35201.3204 | 2 UNION GOSPEL MISSION ASSOC OF SPOKANE         | 16,125 \$ 0.0138  | \$ | 222.53   | 391,430 \$      | 0.30 | \$ | 117.43   | \$ | 339.95   |
| 35201.3205 | 2 P & J PROPERTIES, L.L.C.                      | 5,375 \$ 0.0138   | \$ | 74.18    | 32,680 \$       | 0.30 | \$ | 9.80     | \$ | 100.00   |
| 35201.3206 | 2 P & J PROPERTIES, L.L.C.                      | 2,687 \$ 0.0138   | \$ | 37.08    | 13,440 \$       | 0.30 | \$ | 4.03     | \$ | 100.00   |
| 35201.3207 | 2 P & J PROPERTIES, L.L.C.                      | 2,687 \$ 0.0138   | \$ | 37.08    | 13,440 \$       | 0.30 | \$ | 4.03     | \$ | 100.00   |
| 35201.3208 | 2 P & J PROPERTIES, L.L.C.                      | 5,375 \$ 0.0138   | \$ | 74.18    | 291,480 \$      | 0.30 | \$ | 87.44    | \$ | 161.62   |
| 35201.3209 | 2 P & J PROPERTIES, L.L.C.                      | 11,466 \$ 0.0138  | \$ | 158.23   | 525,160 \$      | 0.30 | \$ | 157.55   | \$ | 315.78   |
| 35201.3303 | 2 CITY OF SPOKANE - C/O Kevan Brooks, ICM (ROW) | 7,806 \$ 0.0138   |    | 107.72   | 23,420 \$       | 0.30 | \$ | 7.03     | \$ | 114.75   |
| 35201.3304 | 2 SAMCA, LLC                                    | 14,512 \$ 0.0138  | \$ | 200.27   | 380,860 \$      | 0.30 | \$ | 114.26   | \$ | 314.52   |
| 35201.3305 | 2 SAMCA, LLC                                    | 17,348 \$ 0.0138  |    | 239.40   | 102,690 \$      | 0.30 | \$ | 30.81    | \$ | 270.21   |
| 35201.3420 | 3 RDO ENTERPRISES LLC                           | 34,420 \$ 0.0063  |    | 216.85   | 806,260 \$      | 0.15 | \$ | 120.94   | \$ | 250.00   |
| 35201.3506 | 3 J.G. FOX, INC.                                | 7,100 \$ 0.0063   |    | 44.73    | 23,000 \$       | 0.15 | \$ | 3.45     | \$ | 50.00    |
| 35201.3508 | 3 SWANBY, VICTOR S                              | 7,100 \$ 0.0063   |    | 44.73    | 23,000 \$       | 0.15 | \$ | 3.45     | \$ | 50.00    |
| 35201.3509 | 3 SWANBY, VICTOR S                              | 21,300 \$ 0.0063  |    | 134.19   | 208,200 \$      | 0.15 | \$ | 31.23    | \$ | 165.42   |
| 35201.3511 | 3 SWANBY, VICTOR S                              | 7,100 \$ 0.0063   | \$ | 44.73    | 35,030 \$       | 0.15 | \$ | 5.25     | \$ | 50.00    |
| 35201.3512 | 3 RHOADS, GARY                                  | 7,100 \$ 0.0063   |    | 44.73    | 160,300 \$      | 0.15 | \$ | 24.05    | \$ | 68.78    |
| 35211.0107 | 1 SPOKANE MENTAL HEALTH ASSOC                   | 21,300 \$ 0.0265  |    | 564.45   | 81,550 \$       | 0.60 | \$ | 48.93    |    | 613.38   |
| 35211.0108 | 1 SPOKANE MENTAL HEALTH ASSOC                   | 21,300 \$ 0.0265  |    | 564.45   | 3,253,150 \$    | 0.60 | \$ | 1,951.89 |    | 1,000.00 |
| 35211.0201 | 1 LKB PROPERTIES LLC                            | 7,100 \$ 0.0265   |    | 188.15   | 314,050 \$      | 0.60 | \$ | 188.43   |    | 376.58   |
| 35211.0208 | 1 LKB PROPERTIES LLC                            | 7,100 \$ 0.0265   |    | 188.15   | 17,750 \$       | 0.60 | \$ | 10.65    |    | 200.00   |
| 35211.0209 | 1 VANESSA BEHAN CRISIS NURSERY                  | 71,000 \$ 0.0265  |    | 1,881.50 | 390,500 \$      | 0.60 | \$ | 234.30   |    | 1,000.00 |
| 35211.0301 | 1 OLD NAT BANK                                  | 28,400 \$ 0.0265  |    | 752.60   | 888,600 \$      | 0.60 | \$ | 533.16   |    | 1,000.00 |
| 35211.0302 | 1 OLD NAT BANK WASH                             | 14,182 \$ 0.0265  |    | 375.82   | 83,200 \$       | 0.60 | \$ | 49.92    |    | 425.74   |
| 35211.0309 | 1 MASSIE, MELISSA                               | 7,100 \$ 0.0265   |    | 188.15   | 22,500 \$       | 0.60 |    | 13.50    |    | 201.65   |
|            | ,   | · /==5 + 0.0200   | 7  | _00.20   | ==,555 <b>P</b> |      | τ' | _0.00    | т  |          |

| 25211 0401               | 1 RLC GROUP, INC                             | 7,365 \$ 0.0265 \$  | 195.17   | 39,330 \$  | 0.60 | ć  | 23.60  | ċ  | 218.77   |
|--------------------------|--|---------------------|----------|------------|------|----|--------|----|----------|
| 35211.0401<br>35211.0402 | 1 RLC GROUP, INC                             | 5,890 \$ 0.0265 \$  | 156.09   | 33,250 \$  | 0.60 |    | 19.95  |    | 200.00   |
| 35211.0402               | 1 RLC GROUP, LLC                             | 7,100 \$ 0.0265 \$  | 188.15   | 21,950 \$  | 0.60 |    | 13.17  |    | 200.00   |
| 35211.0407               | 1 RLC GROUP, LLC                             | 7,100 \$ 0.0265 \$  | 188.15   | 21,950 \$  | 0.60 |    | 13.17  |    | 201.32   |
| 35211.0408               | 1 NAEGELI ENTERPRISES, LLC                   | 14,200 \$ 0.0265 \$ | 376.30   | 425,300 \$ | 0.60 |    | 255.18 |    | 631.48   |
| 35211.0411               | 1 RLC GROUP, INC                             | 28,400 \$ 0.0265 \$ | 752.60   | 551,400 \$ | 0.60 |    | 330.84 |    | 1,000.00 |
| 35211.0501               | 1 JAVA ASSOCIATES LLC                        | 7,100 \$ 0.0265 \$  | 188.15   | 280,700 \$ | 0.60 |    | 168.42 |    | 356.57   |
| 35211.0501               | 1 JAVA ASSOCIATES LLC  1 JAVA ASSOCIATES LLC | 7,100 \$ 0.0265 \$  | 188.15   | 35,500 \$  | 0.60 |    | 21.30  |    | 209.45   |
| 35211.0502               | 1 WOODHEAD REVOCABLE TRUST, JOHN & GLORIA    | 7,100 \$ 0.0265 \$  | 188.15   | 182,800 \$ | 0.60 |    | 109.68 |    | 297.83   |
| 35211.0504               | 1 CUSTOM 1031, INC                           | 7,100 \$ 0.0265 \$  | 188.15   | 124,700 \$ | 0.60 |    | 74.82  |    | 262.97   |
| 35211.0505               | 1 CUSTOM 1031, INC                           | 14,200 \$ 0.0265 \$ | 376.30   | 92,600 \$  | 0.60 | •  | 55.56  | •  | 431.86   |
| 35211.0509               | 1 WOODHEAD REVOCABLE TRUST, JOHN & GLORIA    | 7,100 \$ 0.0265 \$  | 188.15   | 22,500 \$  | 0.60 | •  | 13.50  |    | 201.65   |
| 35211.0510               | 1 RLC GROUP, LLC                             | 14,200 \$ 0.0265 \$ | 376.30   | 39,400 \$  | 0.60 |    | 23.64  | •  | 399.94   |
| 35212.0101               | 1 DULLANTY ETAL, VIRGINIA                    | 42,600 \$ 0.0265 \$ | 1,128.90 | 796,700 \$ | 0.60 |    | 478.02 |    | 1,000.00 |
| 35212.0101               | 1 PIERRE, JESSICA                            | 2,840 \$ 0.0265 \$  | 75.26    | 13,500 \$  | 0.60 |    | 8.10   |    | 200.00   |
| 35212.0106               | 1 PIERRE, JESSICA                            | 7,100 \$ 0.0265 \$  | 188.15   | 34,900 \$  | 0.60 |    | 20.94  | •  | 209.09   |
| 35212.0108               | 1 ROSS PRINTING                              | 7,100 \$ 0.0265 \$  | 188.15   | 19,650 \$  | 0.60 |    | 11.79  |    | 200.00   |
| 35212.0202               | 1 WILDE, CHRIS                               | 3,550 \$ 0.0265 \$  | 94.08    | 117,630 \$ | 0.60 |    | 70.58  |    | 200.00   |
| 35212.0203               | 1 COON, D H & P A                            | 3,550 \$ 0.0265 \$  | 94.08    | 82,330 \$  | 0.60 |    | 49.40  | •  | 200.00   |
| 35212.0204               | 1 JDSC HOLDINGS LLC                          | 3,550 \$ 0.0265 \$  | 94.08    | 174,930 \$ | 0.60 |    | 104.96 |    | 200.00   |
| 35212.0205               | 1 TORMINO'S SASH & GLASS, INC.               | 14,200 \$ 0.0265 \$ | 376.30   | 243,200 \$ | 0.60 | \$ | 145.92 |    | 522.22   |
| 35212.0206               | 1 TORMINO'S SASH & GLASS, INC.               | 7,100 \$ 0.0265 \$  | 188.15   | 17,750 \$  | 0.60 | •  | 10.65  |    | 200.00   |
| 35212.0207               | 1 TORMINO'S SASH & GLASS, INC.               | 7,100 \$ 0.0265 \$  | 188.15   | 17,750 \$  | 0.60 |    | 10.65  |    | 200.00   |
| 35212.0301               | 1 S & M HOLDINGS-SPRAGUE, LLC                | 7,100 \$ 0.0265 \$  |          | 313,650 \$ | 0.60 |    | 188.19 |    | 376.34   |
| 35212.0304               | 1 GILLES FAMILY TRUST                        | 7,100 \$ 0.0265 \$  | 188.15   | 49,350 \$  | 0.60 |    | 29.61  |    | 217.76   |
| 35212.0305               | 1 GILLES FAMILY TRUST                        | 7,100 \$ 0.0265 \$  | 188.15   | 136,650 \$ | 0.60 |    | 81.99  |    | 270.14   |
| 35212.0306               | 1 GILLES FAMILY TRUST                        | 7,100 \$ 0.0265 \$  | 188.15   | 122,350 \$ | 0.60 |    | 73.41  |    | 261.56   |
| 35212.0307               | 1 AA MAGNOLIA INVESTMENTS LLC                | 7,100 \$ 0.0265 \$  | 188.15   | 251,750 \$ | 0.60 |    | 151.05 |    | 339.20   |
| 35212.0314               | 1 S & M HOLDINGS-SPRAGUE, LLC                | 2,242 \$ 0.0265 \$  | 59.41    | 5,610 \$   | 0.60 |    | 3.37   |    | 200.00   |
| 35212.0315               | 1 S & M HOLDINGS-SPRAGUE, LLC                | 3,031 \$ 0.0265 \$  | 80.32    | 7,580 \$   | 0.60 |    | 4.55   | \$ | 200.00   |
| 35212.0316               | 1 GILLES FAMILY TRUST                        | 3,550 \$ 0.0265 \$  | 94.08    | 40,430 \$  | 0.60 | \$ | 24.26  | \$ | 200.00   |
| 35212.0317               | 1 GILLES FAMILY TRUST                        | 3,550 \$ 0.0265 \$  | 94.08    | 42,130 \$  | 0.60 | \$ | 25.28  | \$ | 200.00   |
| 35212.0403               | 1 WEST SPANGLE LLC                           | 3,550 \$ 0.0265 \$  | 94.08    | 65,930 \$  | 0.60 | \$ | 39.56  | \$ | 200.00   |
| 35212.0404               | 1 CMA HOLDINGS LLC                           | 3,550 \$ 0.0265 \$  | 94.08    | 88,230 \$  | 0.60 | \$ | 52.94  | \$ | 200.00   |
| 35212.0405               | 1 SMITH, DARRELL W & KATHERINE               | 7,100 \$ 0.0265 \$  | 188.15   | 138,550 \$ | 0.60 | \$ | 83.13  | \$ | 271.28   |
| 35212.0406               | 1 SMITH, DARRELL W & KATHERINE               | 7,100 \$ 0.0265 \$  | 188.15   | 54,250 \$  | 0.60 | \$ | 32.55  | \$ | 220.70   |
| 35212.0407               | 1 BOYD-WALKER SEWING MACHINE CO              | 4,500 \$ 0.0265 \$  | 119.25   | 183,050 \$ | 0.60 | \$ | 109.83 | \$ | 229.08   |
| 35212.0408               | 1 BOYD-WALKER SEWING MACHINE CO              | 2,600 \$ 0.0265 \$  | 68.90    | 13,000 \$  | 0.60 | \$ | 7.80   | \$ | 200.00   |
| 35212.0409               | 1 JOHNSON, MARK & SHARON                     | 7,100 \$ 0.0265 \$  | 188.15   | 130,850 \$ | 0.60 | \$ | 78.51  | \$ | 266.66   |
| 35212.0412               | 1 CITY OF SPOKANE C/O Kim Orlob, Fire        | 7,100 \$ 0.0265 \$  | 188.15   | 19,850 \$  | 0.60 | \$ | 11.91  | \$ | 200.06   |
| 35212.0413               | 1 CITY OF SPOKANE C/O Kim Orlob, Fire        | 14,200 \$ 0.0265 \$ | 376.30   | 332,800 \$ | 0.60 | \$ | 199.68 | \$ | 575.98   |
|                          |  |                     |          |            |      |    |        |    |          |

| 35212.0415   | 1 CHRISTIAN HERALD FELLOWSHIP           | 7,100 \$ 0.026  | 5 \$ | 188.15   | 118,050 \$   | 0.60 | \$<br>70.83    | \$<br>258.98 |
|--------------|---|-----------------|------|----------|--------------|------|----------------|--------------|
| 35212.0416   | 1 TRUTH MINISTRIES OF SPOKANE           | 7,100 \$ 0.026  | 5 \$ | 188.15   | 145,050 \$   | 0.60 | \$<br>87.03    | \$<br>275.18 |
| 35212.0501   | 1 OVERHAUSER, DAN & BRENDA K            | 7,100 \$ 0.026  | 5 \$ | 188.15   | 113,250 \$   | 0.60 | \$<br>67.95    | \$<br>256.10 |
| 35212.0502   | 1 BLALOCK, ALAN R & STEPHANIE K         | 7,100 \$ 0.026  | 5 \$ | 188.15   | 114,450 \$   | 0.60 | \$<br>68.67    | \$<br>256.82 |
| 35212.0503   | 1 PILASTRO LLC                          | 7,100 \$ 0.026  | 5 \$ | 188.15   | 278,850 \$   | 0.60 | \$<br>167.31   | \$<br>355.46 |
| 35212.0504   | 1 SDS TWENTY 16 LLC                     | 7,100 \$ 0.026  | 5 \$ | 188.15   | 136,750 \$   | 0.60 | \$<br>82.05    | \$<br>270.20 |
| 35212.0505   | 1 CHIU, VAN QING/CHIU, PHONG            | 14,200 \$ 0.026 | 5 \$ | 376.30   | 218,300 \$   | 0.60 | \$<br>130.98   | \$<br>507.28 |
| 35212.0506   | 1 KEYSTONE UNLIMITED                    | 14,200 \$ 0.026 | 5 \$ | 376.30   | 466,600 \$   | 0.60 | \$<br>279.96   | \$<br>656.26 |
| 35212.0509   | 1 DECKER, WILLIAM E                     | 7,100 \$ 0.026  | 5 \$ | 188.15   | 22,500 \$    | 0.60 | \$<br>13.50    | \$<br>201.65 |
| 35212.1901   | 1 CLS COMMERCIAL, LLC                   | 6,781 \$ 0.026  | 5 \$ | 179.70   | 143,510 \$   | 0.60 | \$<br>86.11    | \$<br>265.80 |
| 35212.1902   | 1 CLS COMMERCIAL, LLC                   | 6,250 \$ 0.026  | 5 \$ | 165.63   | 123,050 \$   | 0.60 | \$<br>73.83    | \$<br>239.46 |
| 35212.1903   | 1 CLS COMMERCIAL, LLC                   | 6,250 \$ 0.026  | 5 \$ | 165.63   | 31,250 \$    | 0.60 | \$<br>18.75    | \$<br>200.00 |
| 35212.1904   | 1 CLS COMMERCIAL, LLC                   | 6,250 \$ 0.026  | 5 \$ | 165.63   | 158,450 \$   | 0.60 | \$<br>95.07    | \$<br>260.70 |
| 35212.1905   | 1 CLS COMMERCIAL, LLC                   | 6,250 \$ 0.026  | 5 \$ | 165.63   | 31,250 \$    | 0.60 | \$<br>18.75    | \$<br>200.00 |
| 35212.1906   | 1 ALVAREZ, RAINBOW JADE & SKYE BERGHAN- | 3,729 \$ 0.026  | 5 \$ | 98.82    | 77,050 \$    | 0.60 | \$<br>46.23    | \$<br>200.00 |
| 35212.1907   | 1 SPRAGUE 1500 LLC                      | 8,771 \$ 0.026  | 5 \$ | 232.43   | 198,360 \$   | 0.60 | \$<br>119.02   | \$<br>351.45 |
| 35212.1914   | 1 BOWMAN, ROBERT J                      | 4,167 \$ 0.026  | 5 \$ | 110.43   | 23,900 \$    | 0.60 | \$<br>14.34    | \$<br>200.00 |
| 35212.1916   | 1 CRANDALL, LANE & PAMELA M             | 6,250 \$ 0.026  | 5 \$ | 165.63   | 22,500 \$    | 0.60 | \$<br>13.50    | \$<br>200.00 |
| 35212.1917   | 1 CRANDALL, GARY L & PAMELA M           | 6,250 \$ 0.026  | 5 \$ | 165.63   | 17,830 \$    | 0.60 | \$<br>10.70    | \$<br>200.00 |
| 35212.1918   | 1 ALVAREZ, RAINBOW JADE & SKYE BERGHAN- | 6,250 \$ 0.026  | 5 \$ | 165.63   | 29,600 \$    | 0.60 | \$<br>17.76    | \$<br>200.00 |
| 35212.1919   | 1 ALDARED, JADE                         | 6,250 \$ 0.026  | 5 \$ | 165.63   | 22,500 \$    | 0.60 | \$<br>13.50    | \$<br>200.00 |
| 35212.1922   | 1 CLS COMMERCIAL, LLC                   | 6,250 \$ 0.026  | 5 \$ | 165.63   | 22,500 \$    | 0.60 | \$<br>13.50    | \$<br>200.00 |
| 35212.4801-4 | 1 INLAND EMPIRE RESIDENTIAL RESOURCES   | 58,253 \$ 0.026 | 5 \$ | 1,543.70 | 3,012,150 \$ | 0.60 | \$<br>1,807.29 | \$1,000.00   |
| 35215.0616   | 1 SPOKANE MENTAL HEALTH ASSOC           | 21,248 \$ 0.026 | 5 \$ | 563.07   | 387,160 \$   | 0.60 | \$<br>232.30   | \$<br>795.37 |
|              |   |                 |      |          |              |      |                |              |



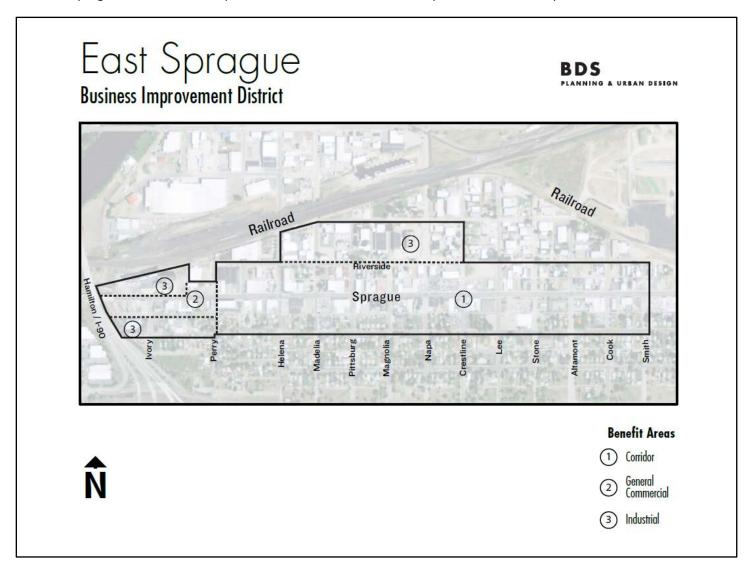


### **Administration**

### The East Sprague Parking and Business Improvement Area (PBIA)

The Spokane City Council created the East Sprague Parking and Business Improvement Area (PBIA) in April 2016. This PBIA is authorized by Washington State law to aid general economic development and neighborhood revitalization as well as Spokane Municipal Code SMC Chapter 4.31C.

The East Sprague BID includes 277 parcels in three benefit zones as represented in the map below.



PBIA assessments will continue to enhance the new streetscape and surrounding area. The PBIA programs of clean and green, safety and security, marketing and branding, and neighborhood beautification are critical to revitalization of the East Sprague business corridor and surrounding area. The PBIA encourages investment by providing the revenue and influence to keep the district streets clean, safe, attractive and economically vibrant.

The East Sprague PBIA Ratepayer Advisory Board and ESBA are sensitive to the needs of its varied ratepayers and will be careful to select expansion or retraction of services to meet the changing demands of an East Sprague business corridor that is undergoing revitalization.

# East Sprague PBIA Ratepayer Advisory Board

The Ratepayer Advisory Board represents the interests of Ratepayers by establishing operating procedures, developing budgets recommendations, advising the City regarding assessments, monitoring service delivery and planning for the future of the PBIA in an advisory capacity. The Ratepayer advisory board also reviews all assessment issues and recommends appropriate resolution.

The PBIA Ratepayer Advisory Board and ESBA meet monthly at a minimum to discuss budget, management, and program delivery issues on behalf of the PBIA ratepayers.

Advisory Board positions are designated by zone (1-3) to ensure that the PBIA's interests are well represented. The 2019 Ratepayer Advisory Board is as follows:

Jim Hanley, President

Bob Mauk, Secretary/Treasurer

**Darrell Smith** 

Darryl Reber

LaVerne Biel

### **East Spokane Business Association (ESBA)**

The East Spokane Business Association (ESBA) is a 501 (c) 6 Private Non-profit Membership Organization.

ESBA is hired by the City of Spokane to administer the East Sprague PBIA. Under this agreement, ESBA oversees the implementation of enhanced public services within the PBIA. Based upon recommendations from the East Sprague PBIA Ratepayer Advisory Board, The ESBA Board of Directors develops an annual management plan and budget and implements day-to-day delivery of PBIA's program and service elements.

Previously an all-volunteer organization, ESBA hired a part-time general manager in 2018 to help administer the BID and other popular programs. ESBA remains a volunteer-driven organization, with members of the Board of Directors providing supplemental administration and management of the East Sprague PBIA program elements on behalf of the area ratepayers at no cost to the PBIA.

#### **ESBA Board of Directors 2019**

LaVerne Biel, President

Doug Trudeau, Vice President

Jim Hanley, Secretary

Larry Stone, Treasurer





# 2019 Budget

## **Income Summary**

Corridor \$52,944.77

General Commercial \$2,820.70

Industrial \$4,068.89

The BID is funded solely from annual special assessments paid by ratepayers within the East Sprague PBIA. Revenues are generated based on tax assessed property value and lot square footage as outlined in special assessment matrix below.



| East Sprague PBIA: Special Assessment Matrix |             |  |        |    |      |        |         |    |       |
|--|-------------|--|--------|----|------|--------|---------|----|-------|
| Benefit Areas                                | Rate Burden | rden Adjusted Rate Per LSF Adjusted Rate Per Side Side Side Side Side Side Side Side |        |    |      | inimum | Maximum |    |       |
| Corridor                                     | 100%        | \$   | 0.0270 | \$ | 0.60 | \$     | 200     | \$ | 1,000 |
| General Commercial                           | 50%         | \$   | 0.0140 | \$ | 0.30 | \$     | 100     | \$ | 500   |
| Industrial                                   | 25%         | \$   | 0.0065 | \$ | 0.15 | \$     | 50      | \$ | 250   |

Annual Revenue has remained relatively static since the BID was formed in 2016; a small increase in revenue has been realized in 2019 due to increased property values and an increase to the lot square foot rate based on the change in the consumer price index since the first assessment year.



### **Expense Summary**

| Administration          | 3%  |
|-------------------------|-----|
| Clean and Green         | 51% |
| District Beautification | 27% |
| Marketing and Branding  | 5%  |
| Contingency Reserve     | 14% |



BID program elements focus on key services that make the district an attractive location for businesses, visitors, shoppers and residents alike. A draft budget is produced by the ratepayer advisory board in coordination with ESBA leadership. The East Sprague PBIA Ratepayer Advisory Board recommends an annual budget for how revenue should be spent. As the management entity responsible for implementation of the PBIA programs and services, annual budget recommendations are then reviewed and formally approved by the East Spokane Business Association Board of Directors prior to submission to the Spokane City Council for approval.





# 2018 was a year of new projects and accomplishments for the BID, including:

- Purchase of snow removal and sidewalk sweeping equipment; implementation of snow removal plan for Benefit Zone 1.
- Development of an East Sprague PBIA website: esbiz.org/bid
- Implementation of a regular social media presence.
- Continued Clean & Green efforts with garbage pickup and graffiti abatement.
- Seventh Annual Art on the Ave, plus the debut of Holiday on the Ave, a new annual event
- New street lamp decorations were added to dress up the Avenue for the holiday season
- Winner of 2018 Governor's Smart Communities
   Partnership Award

