

**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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum. There is no limit on the number of regular legislative agenda 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 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- B.      Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 5.3      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A.      Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B.      No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C.      Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D.      Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E.      In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F.      A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G.      When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.

- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
  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 (3) minutes to present their 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 there to shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 16, 2019

### **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 MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**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 November 18, 2019:

User Name: **COS Guest**

Password: **STbz4z3S**

Please note the space in user name.

**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](http://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 [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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



# **BRIEFING SESSION**

**(3:30 p.m.)**

**(Council Chambers Lower Level of City Hall)**

**(No Public Testimony Taken)**

**Roll Call of Council**

**Council Reports**

**Staff Reports**

**Committee Reports**

**Advance Agenda Review**

**Current Agenda Review**

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## **ADMINISTRATIVE SESSION**

### **CONSENT AGENDA**

#### **REPORTS, CONTRACTS AND CLAIMS**

#### **RECOMMENDATION**

- |    |  |                |                              |
|----|--|----------------|------------------------------|
| 1. | Value Blanket Order Renewal for purchase of traffic signal standards and luminaire standards—\$343,000.  | Approve        | OPR 2015-0923                |
| 2. | Contract Amendments with Pacifica Law Group (Seattle, WA) to increase funding for outside special counsel to provide legal services and advice to the City regarding the matters of:                               | Approve<br>All |                              |
|    | a. Dahl v. City of Spokane, et. al—increase of \$50,000. Total Contract Amount \$100,000.  |                | OPR 2019-0627                |
|    | b. Ham v. City of Spokane, et. al—increase of \$50,000. Total Contract Amount \$100,000.   |                | OPR 2019-0628                |
| 3. | Contract Renewal with Access Information Protected (Spokane, WA) for off-site storage and retrieval services for various City departments for January 1, 2020, through December 31, 2020—estimated costs \$52,000. | Approve        | OPR 2015-1063<br>RFP 4183-15 |

- |    |   |         |                              |
|----|---|---------|------------------------------|
| 4. | Administrative Reserve Increase for the CSO Basin 26 Control Facility project—increase of \$2,000,000. Total Contract Amount \$33,266,792.90. | Approve | OPR 2013-0003<br>ENG 2010088 |
|----|---|---------|------------------------------|

**The below item (OPR 2019-0693) was approved at the December 9, 2019, Council Meeting):**

- |     |  |                                    |                                 |
|-----|--|------------------------------------|---------------------------------|
| 5.  | <del>Construction Agreement Amendment with WSDOT to provide for the construction of a replacement water line on the new Trent Avenue Bridge—\$83,691.</del>  |                                    | <del>OPR 2019-0693</del>        |
| 6.  | Contract with American Recycling Corporation (Spokane Valley, WA) for the sale of metals collected from the Waste to Energy Facility ash and scrap metals from the tipping floor from January 1, 2020 through December 31, 2020—anticipated revenue of \$300,000.  | Approve                            | OPR 2019-1093<br>RFP 5176-19    |
| 7.  | Contract with BrandSafway Services, LLC. (Pasco, WA) for removal and replacement of insulation and cladding at the Waste to Energy Facility from February 1, 2020 through January 31, 2021—annual cost \$100,000 (incl. tax).  | Approve                            | OPR 2019-1094<br>PW ITB 5130-19 |
| 8.  | Five-year Contract with Axon Enterprises to update body cameras and tasers to Body Camera 3 and Taser 7, utilizing NASPO Cooperative contract #OK-MA-145-015—\$2,804,784.06.   | Approve                            | OPR 2019-1095<br>OK-MA-145-015  |
| 9.  | New five-year Memorandum of Understanding with Spokane Arts Fund and Arts Commission regarding art services from January 1, 2020 through December 31, 2024—\$338,540 in 2020.  | Approve                            | OPR 2019-1096                   |
| 10. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through December 6, 2019, total \$6,721,462.13, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,407,705.01. | Approve &<br>Authorize<br>Payments | CPR 2019-0002                   |
| 11. | City Council Meeting Minutes: May 17, 2019 and October 3, 2019.  | Approve<br>All                     | CPR 2019-0013                   |

**Request motion to suspend Council Rules to add the following item (OPR 2013-0548):**

- |     |  |         |               |
|-----|--|---------|---------------|
| 12. | First Amendment to amended and restated Community Revitalization Financing and Tax Increment Area Agreement. | Approve | OPR 2013-0548 |
|-----|--|---------|---------------|

## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **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.

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## **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)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

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

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

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# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C35871**      **Transportation Benefit District Fund**  
**FROM:** Undesignated Reserves, \$1,700,000;  
**TO:**      Various Accounts, same amount.
- (This action allows funding for projects coming in over engineer's estimates and budgeting shortfalls.)
- ORD C35872**      **Code Enforcement Fund**  
**FROM:** IF Other General Government Services, \$75,000;  
**TO:**      Various Accounts, same amount.
- (This action budgets for the increase in cleanup costs related to illegal camping.)
- ORD C35873**      **Solid Waste Fund**  
**FROM:** Undesignated Reserves, \$500,000;  
**TO:**      Various Accounts, same amount.
- (This action budgets for the increase in Solid Waste complaints and cleanup costs related to illegal encampments.)
- ORD C35874**      **Police Fund - Academy**  
**FROM:** Sale of Recycling Materials, \$14,130;  
**TO:**      Various Accounts, same amount.
- (This action budgets for ordering and purchasing police equipment and supplies.)
- ORD C35875**      **General Fund**  
**FROM:** Undesignated Reserves, \$73,000;  
**TO:**      Operating Transfer to Intermodal Fund, same amount.

and

**Intermodal Fund**

**FROM:** General Fund, \$73,000 and  
Space/Facility Lease, \$77,000;  
**TO:** Building Repairs/Maintenance, \$150,000.

(This action budgets for costs arising from increased maintenance and security costs at the Intermodal Facility.)

**Request motion to suspend Council Rules to add the following items (ORD C35876 and  
ORD C35877):**

**ORD C35876**

**Hotel Motel Tax Fund Fund**

**FROM:** IG Payment from Fed/State/Local, \$400,000;  
**TO:** Hotel Motel Transient Tax, same amount.

and

(This action allows for intergovernmental payments to the Public Facilities District for payments received from Hotel Motel Tax.)

**ORD C35877**

**General Fund**

**FROM:** Unappropriated Reserves, \$208,311;  
**TO:** Operating Transfers out to Asset Management Fund-Capital,  
same amount;

and

**FROM:** Asset Management Fund – Capital Contractual Services,  
\$208,311;  
**TO:** Asset Management Capital – Operating Transfer in from  
General Fund, same amount.

(This action appropriates additional funds to support the new Spokane Arts \$375,000 multi-year contract.)

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2019-0116** Setting hearing before City Council for January 27, 2020, for the vacation of Riverside Avenue between the west line of Grant Street and the west line of lot 10 of the Plat of Railroad addition, as requested by City of Spokane staff.
- RES 2019-0117** Setting hearing before City Council for January 27, 2020, for the vacation of the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, as requested by Dat Nguyen.

- RES 2019-0118**      Setting hearing before City Council for January 27, 2020, for the vacation of the alley between 14th Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, as requested by a petition representing 100% of the abutting property owners.
- RES 2019-0113**      Approving claim of Adriano Eva settled through mediation—\$100,000. (Deferred from the December 9, 2019, Agenda)
- ORD C35836**      Granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance). (First Reading held on November 11, 2019, Agenda)
- ORD C35857**      Adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage. (Deferred from December 2, 2019, Agenda)
- ORD C35862**      Relating to the Salary Review Commission; amending SMC sections 2.05.020, 2.05.030, 2.05.040 and 2.05.050.
- ORD C35863**      Relating to arterial streets; changing Section 12.08.040 of the Spokane Municipal Code.
- ORD C35864**      Relating to the Pretreatment requirements; amending SMC Section 13.03A.0204 of the Spokane Municipal Code; and setting an effective date.
- ORD C35870**      Prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called “mosquitos”; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

## **HEARING**

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

### **RECOMMENDATION**

- H1. Hearing on Purchase and Sale Agreement with **Approve** **OPR 2019-1100**  
Gonzaga Haven LLC for the sale of surplus property  
(North Foothills Triangle) originally acquired for  
public utility purposes.
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## **OPEN FORUM (CONTINUED)**

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

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

## **ADJOURNMENT**

The December 16, 2019, Regular Legislative Session of the City Council will be held and is adjourned to January 6, 2020.

Note: The regularly scheduled City Council meetings for Monday, December 23, 2019, and Monday, December 30, 2019, have been canceled.

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## **NOTES**

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

12/16/2019

<u>Date Rec'd</u>	12/5/2019
<u>Clerk's File #</u>	OPR 2015-0923
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2020 BUDGET

<u>Submitting Dept</u>	STREETS
<u>Contact Name/Phone</u>	GERALD OKIHARA 232-8842
<u>Contact E-Mail</u>	EOKIHARA@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1100-STREET VALUE BLANKET ORDER RENEWAL FOR TRAFFIC SIGNAL AND LUMINAIRE

Agenda Wording

Value Blanket Order Renewal for purchase of traffic signal standards and luminaire standards.

Summary (Background)

This will renew the existing request for bids #4173-15 awarded to Valmont Industries as a value blanket contract for one year. The last year of renewal on the contract expires 12/31/2019. This extension allows the ordering of signal and luminaire standards up to a cumulative amount of \$343,000 including tax for 2020.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 343,000.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u> PIE 12/16/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	charris@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	eraea@spokanecity.org
<u>Additional Approvals</u>		gokihara@spokanecity.org
<u>Purchasing</u>		publicworksaccounting@spokanecity.org



## Briefing Paper

### Public Infrastructure & Environmental Sustainability Committee

<b>Division &amp; Department:</b>	Public Works / Street Department
<b>Subject:</b>	Value Blanket Order Renewal for Traffic Signal Standards and Luminaire Standards
<b>Date:</b>	11/26/2019
<b>Contact (email &amp; phone):</b>	<a href="mailto:gokihara@spokanecity.org">gokihara@spokanecity.org</a> 232-8842
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Clint Harris
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 year Street Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Current Contract expires 12/31/2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of the contract extension with Valmont Industries, Inc.
<u>Background/History:</u>	
This is the fourth of a 4 year extension of this contract with Valmont Industries.	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>Renews the existing request for bids #4173-15 awarded to Valmont Industries as a value blanket contract for one year.</li> <li>The last year of renewal on the contract.</li> <li>Allows the ordering of signal and luminaire standards up to a cumulative amount of \$343,000 including tax for 2020.</li> <li>Signal Standards are paid for by project dollars or street maintenance dollars already budgeted.</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

12/16/2019

<u>Date Rec'd</u>	12/4/2019
<u>Clerk's File #</u>	OPR 2019-0627
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	PAID BY CLAIMS

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	SAM FAGGIANO 6818
<u>Contact E-Mail</u>	SFAGGIANOSPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0500 SPECIAL COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Pacifica Law Group was retained to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of DAHL v. CITY OF SPOKANE, ET. AL.

**Summary (Background)**

City Legal previously communicated the retention of this firm to City Council when the initial contract was signed. Additional funds are necessary. This amendment will add \$50,000 for a contract total of \$100,000.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 50,000.00		# 0000 0000 0000 00000
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u> 12/9/19
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	greg.wong@pacificalawgroup.com
<u>For the Mayor</u>	ORMSBY, MICHAEL	sfaggiano@spokanecity.org
<u>Additional Approvals</u>		dstraiger@spokanecity.org
<u>Purchasing</u>		sdhansen@spokanecity.org
<u>RISK MANAGEMENT</u>	STOPHER, SALLY	james.scott@ascrisk.com



**City of Spokane**  
**SPECIAL COUNSEL  
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of DAHL v. CITY OF SPOKANE, consistent with applicable laws and this Contract.*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract dated July 26, 2019 and August 8, 2019, 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 Amendment shall become effective upon signature by both parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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 Amendment by having legally-binding representatives affix their signatures below.

**PACIFICA LAW GROUP**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
12/16/2019

<b>Date Rec'd</b>	12/4/2019
<b>Clerk's File #</b>	OPR 2019-0628
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	PAID BY CLAIMS

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	SAM FAGGIANO 6818
<b>Contact E-Mail</b>	SFAGGIANOSPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0500 SPECIAL COUNSEL AMENDMENT

**Agenda Wording**

Pacifica Law Group was retained to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of HAM v. CITY OF SPOKANE, ET. AL.

**Summary (Background)**

City Legal previously communicated the retention of this firm to City Council when the initial contract was signed. Additional funds are necessary. This amendment will add \$50,000 for a contract total of \$100,000.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></b>	
		Public Works?	NO		
Expense	\$	50,000.00		#	0000 0000 0000 00000
Select	\$			#	
Select	\$			#	
Select	\$			#	
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>		
<b><u>Dept Head</u></b>		PICCOLO, MIKE		<b><u>Study Session</u></b>	12/9/19
<b><u>Division Director</u></b>				<b><u>Other</u></b>	
<b><u>Finance</u></b>		BUSTOS, KIM		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		ODLE, MARI		greg.wong@pacificalawgroup.com	
<b><u>For the Mayor</u></b>		ORMSBY, MICHAEL		sfaggiano@spokanecity.org	
<b><u>Additional Approvals</u></b>			dstraiger@spokanecity.org		
<b><u>Purchasing</u></b>				sdhansen@spokanecity.org	
<b><u>RISK MANAGEMENT</u></b>		STOPHER, SALLY		james.scott@ascrisk.com	



**City of Spokane**  
**SPECIAL COUNSEL**  
**CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of HAM v. CITY OF SPOKANE, consistent with applicable laws and this Contract.*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract dated July 26, 2019 and August 8, 2019, 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 Amendment shall become effective upon signature by both parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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 Amendment by having legally-binding representatives affix their signatures below.

**PACIFICA LAW GROUP**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

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

12/16/2019

**Date Rec'd**

12/4/2019

**Clerk's File #**

OPR 2015-1063

**Renews #****Submitting Dept**

CITY CLERK

**Contact Name/Phone**

TERRI PFISTER 625-6350

**Contact E-Mail**

TPFISTER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0260 CONTRACT WITH ACCESS INFORMATION PROTECTED

**Cross Ref #****Project #****Bid #**

RFP 4183-15

**Requisition #**

2020 CR

**Agenda Wording**

Contract Renewal with Access Information Protected (Spokane, WA) for off-site storage and retrieval services for various City departments for January 1, 2020, through December 31, 2020-estimated costs \$52,000.

**Summary (Background)**

The City went through an RFP (#4183-15) process in November 2015 and the review committee selected Northwest Vital Records. The City entered into a three-year contract with the option for two one-year renewals. This is the second of the two renewals. Northwest Vital Records changed its name to Access at the beginning of 2019. Access tracks everything by cubic feet rather than by box and actual box size is converted to cubic footage, instead of check, small, large, etc. The City's total cubic

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ \$52,000

# 0260 32100 14230 54201

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

PFISTER, TERRI

**Division Director****Council Notifications****Study Session****Other**

Finance - 12/16/19

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

Dan.Mouchett@accesscorp.com

**For the Mayor**

ORMSBY, MICHAEL

swillaims@spokanecity.org

**Additional Approvals**

lfarnsworth@spokanecity.org

**Purchasing**

WAHL, CONNIE





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

**Agenda Wording**

**Summary (Background)**

footage is approximately 26,000 cubic feet (approx. 21,700 boxes). Access has requested a fee increase of .0083 per cubic feet per box, based on 1.2 cubic feet for the check and small boxes and 2.4 cubic feet for the large boxes. The estimated monthly increase would be \$216.68 a month or \$2,600.16 annually. Estimated contract renewal for 2020: \$52,000 (approx. increase of \$2,600 over previous year).

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	City Clerk
<b>Subject:</b>	Contract Extension with Access Information Protected (Spokane, WA) for off-site records storage and retrieval services for City departments from January 1, 2020, through December 31, 2020-estimated \$52,000.
<b>Date:</b>	December 16, 2019
<b>Author (email &amp; phone):</b>	Terri Pfister, tpfister@spokanecity.org , 625-6354
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	City Attorney Mike Ormsby
<b>Committee(s) Impacted:</b>	Sustainability Committee
<b>Type of Agenda item:</b>	X Consent      Discussion      Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	Current one-year extension expires on December 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Contract allows City departments to store records offsite and allows for retrieval and destruction services for those records.
<b>Background/History:</b> The City went through and RFP (#4183-15) process in November 2015 and the review committee selected Northwest Vital Records. The City entered into a three-year contract (\$50,000/year or total of \$150,000), with the option for two one-year renewals. This is the second of the two renewal options. Northwest Vital Records changed its name to Access at the beginning of 2019.	
<b>Executive Summary:</b> Access tracks everything by cubic feet rather than by box and actual box size is converted to cubic footage, instead of check, small, large, etc. The City's total cubic footage is approximately 26,000 cubic feet (approx. 21,700 boxes). Access has requested a fee increase of .0083 per cubic feet per box, based on 1.2 cubic feet for the check and small boxes and 2.4 cubic feet for the large boxes. The estimated monthly increase would be \$216.68 a month or \$2,600.16 annually. Estimated contract renewal for 2020: \$52,000 (approx. increase of \$2,600 over previous year).	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (for 2020) Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONTRACT RENEWAL 2 OF 2**

**Title: OFFSITE RECORDS STORAGE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ACCESS INFORMATION PROTECTED**, whose address is 124 South Wall Street, Spokane, Washington 99210 as ("Access"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein Access shall provide offsite records storage, indexing, pickup and delivery of boxes, maps, files, books and film, and record destruction for the City; and*

*WHEREAS, the initial contract provided for 2 additional one-year renewals, 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 February 1, 2016, 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, 2020 and shall run through December 31, 2020.

**3. COMPENSATION.**

The City shall pay Access, an estimated annual amount of **FIFTY TWO THOUSAND AND 00/100 (\$52,000.00)** for everything furnished and done under this Contract Renewal in accordance the 2020 City of Spokane Fee Schedule attached as Attachment A. 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.

**ACCESS INFORMATION PROTECTED**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
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:**

2020 City of Spokane Fee Schedule

## ATTACHMENT A

### 2020 CITY OF SPOKANE FEE SCHEDULE

- Check Boxes: 18.5" x 13.25" x 5.5" \$0.004158 per day, per cubic foot
- Letter Boxes: 24" x 12" x 10" \$0.004433 per day, per cubic foot
- Standard Boxes: 15" x 12" x 10" \$0.004433 per day, per cubic foot
- Map Case \$5.60 each, per month  
(5-drawer map file case)
- Fax charge for Transmitting Item(s) \$0.25 per item
- Printed copy of the Database at termination of contract \$0.10 per page
- Electronic copy of Database at termination of contract \$100.00
- Additional Services or Special Projects using Warehouse Labor \$15.00 per hour, per person
- Additional Services or Special Projects using Clerical labor or research \$15.00 per hour, per person
- Box Retrieval/Item \$1.00 per box or file
- Re-file Box or File \$1.00 per box or file

#### Transport and Delivery Charges:

- Standard Delivery Rate is \$4.75 per delivery of up to 100 standard size boxes or the equivalent.
- Maximum number of items in the base rate is 100 standard size boxes or the equivalent.
- The charge over the maximum number shall be \$4.75 for the next 100 standard size boxes or the equivalent.
- Special Delivery (non-scheduled delivery made within two hours of order Monday through Friday unless otherwise arranged) base rate is \$5.00 per delivery.
- Emergency Delivery (non-scheduled deliveries made within one hour of order Monday through Friday unless otherwise arranged) base rate is \$10.00 per delivery.
- There is no charge for pick-up, only for delivery.

#### Other:

There shall be no permanent removal fee associated with the closing of the City's account.

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

12/16/2019

**Date Rec'd**

12/2/2019

**Clerk's File #**

OPR 2013-0003

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Contact Name/Phone**

MARK 625-6154

**Contact E-Mail**

MMSERBOUSEK@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0370-CSO 26 ADMINISTRATIVE RESERVE INCREASE

**Cross Ref #****Project #**

2010088

**Bid #****Requisition #**

BT

**Agenda Wording**

Administrative Reserve Increase for the CSO Basin 26 Control Facility project.

**Summary (Background)**

The CSO 26 Control Facility is a 2.1 MG tank that will control overflows from the downtown core. The tank is the most complex tank in the system and is being constructed at an extremely challenging site bounded by the Downtown Library, Avista lower falls hydropower facility, the Monroe Street Bridge, and two high voltage duct banks that provide electrical service to much of downtown. This increase in administrative reserve funds of \$2,000,000.00 is to complete the additional work and to resolve

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ 2,000,000.00

# 4250 43416 94350 56501 10026

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

TWOHIG, KYLE

**Division Director**

SIMMONS, SCOTT M.

**Finance**

ORLOB, KIMBERLY

**Legal**

SCHOEDEL, ELIZABETH

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other**

UE 12/9/19

**Distribution List**

eraea@spokanecity.org

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mmserbousek@spokanecity.org

htrautman@spokanecity.org

aduffey@spokanecity.org

ktwohig@spokanecity.org

**Additional Approvals****Purchasing**



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

**Agenda Wording**

**Summary (Background)**

any other issues as outlined in the briefing paper.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Engineering Services
<b>Subject:</b>	CSO 26 Administrative Reserve Increase
<b>Date:</b>	12/9/19
<b>Contact (email &amp; phone):</b>	Mark Serbousek <a href="mailto:mmserbousek@spokanecity.org">mmserbousek@spokanecity.org</a> 625-6154
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES/Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street/utility plan and the CSO reduction program
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.

Background/History:

*The CSO 26 Control Facility is a 2.1 MG tank that will control overflows from the downtown core. The tank is the most complex tank in the system and is being constructed at an extremely challenging site bounded by the Downtown Library, Avista lower falls hydropower facility, the Monroe Street Bridge, and two high voltage duct banks that provide electrical service to much of downtown.*

*Several unknown conditions underground as well as additional scope items have used up the administrative reserve on the project.*

*Engineering Services is requesting an additional \$2,000,000 to complete the additional work and preserve some administrative reserve funds to resolve any other issues.*

Executive Summary:

The CSO 26 Control Facility has experience several unknown conditions and added scope throughout the first two years of construction. Differing site conditions, added scope, and underground conflicts have used up much of the administrative reserve on the project. The following are examples of these issues:

- *Shoring installation in poor soils required drilling every tie-back two times (instead of once) due to uncompacted fill material beneath Spokane Falls Blvd. and the library. This effort overran the shoring projection by \$663,437.*
- *Nordstrom had an undocumented sewer connection directly to the sewer interceptor, this line was damaged by the FCC shoring installation and had to be bypasses for 2 months prior to being able to restore the connection. The total for this unknown cost is ~\$85,000.*
- *The intersection work in Monroe/Lincoln/Spokane Falls Blvd (aka The Hairball) was not included in the original scope. Paving, catch basin replacements, STA's stop at the Lincoln Statue, STA's contra lane, and trolley tie removal in Monroe total cost is ~\$450,000.*
- *The plaza design was ongoing (~60%) at the time of contract and had to be bid later with a projection for the cost in the contract. The low bid came in above the projected allowance by \$909,000.*



- The flow control chamber in Lincoln St. presented several unanticipated challenges. Avista has 2 high voltage duct banks in Lincoln St. The 13.2 KV bank was closer to the 115KV duct bank than shown on the plans, locates, and Avista's asbuilts. This resulted in the project needing to relocate the 13.2KV bank to make room for shoring installation. Also, the 115KV duct bank has to be suspended inside our shoring system during construction and backfilled with CDF. Finally, rock profiles in the area were different than anticipated as we were not able to do much geotechnical exploration because of the duct banks. Additional rock excavation, of very blue basalt, resulted in extra drilling costs. The total of all of these issues is ~\$1,000,000.
- Payments have been issued to date for \$31,266,78.89 including tax. The authorized budget with administrative reserve is \$33,266,792.90.
- An additional \$2,000,000 is being requested to complete the project.

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:

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

12/16/2019

**Date Rec'd**

12/3/2019

**Clerk's File #**

OPR 2019-0693

**Renews #****Submitting Dept**

INTEGRATED CAPITAL

**Contact Name/Phone**

LOUIS MEULER 625-6096

**Contact E-Mail**

LMEULER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4250 - AMENDMENT TO WSDOT TRENT BRIDGE WATER LINE REPLACEMENT

**Agenda Wording**

Amendment to Construction Agreement with WSDOT that provides for the construction of a replacement water line on the new Trent Avenue Bridge. This amendment changes the revenue and expense of the contract.

**Summary (Background)**

The Trent Avenue Bridge is being replaced by WSDOT. This agreement details all costs to the WSDOT that are needed to complete a new replacement water line; as a part of the Trent Avenue Bridge replacement project. Costs include estimated costs paid by WSDOT and the reimbursement to the City for its portion of water line construction, connection, and inspection expenses.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Revenue \$ 83,691

# 4100-47110-34141-53201-99999

Expense \$ 83,691

# 4100-47110-99999-34389-99999

Select \$

#

Select \$

#

**Approvals****Dept Head**

MILLER, KATHERINE E

**Division Director**

SIMMONS, SCOTT M.

**Finance**

ALBIN-MOORE, ANGELA

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other**

PIES 8/26/19

**Distribution List**

lmeuler@spokanecity.org

jsakamoto@spokanecity.org

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lsearl@spokanecity.org

jsaywers@spokanecity.org

smsimmons@spokanecity.org

kmiller@spokanecity.org

**Additional Approvals****Purchasing**



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

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Select      **\$**

Select      **\$**

**Budget Account**

**#**

**#**

**Distribution List**

sbishop@spokanecity.org


**UTILITY AGREEMENT NUMBER UTB 1370  
AMENDMENT NO. 1**

This Amendment No. 1 is made and entered into between Washington State Department of Transportation, hereafter the “WSDOT,” and the City of Spokane, hereinafter referred to as “Utility,” hereinafter to be referred to individually as the “Party” and collectively as the “Parties.”

**Recitals**

1. The Parties previously entered into Utility Construction Agreement, UTB 1370 (Agreement), on September 25, 2019, which provided for the reimbursement of costs to the Utility for the inspection and pay items of the Utility water line as part of WSDOT’s Project, SR 290.
2. Since the cost of installing the water is the responsibility of WSDOT and paid for by items in the contract, exhibit B cost estimate should not have included those items and only should include inspection.
3. The Parties desire to amend the Agreement in accordance with Section 6.5, to revise Exhibit A Special Provision and Exhibit B Estimate to only show the cost of inspection. .

Now Therefore, pursuant to chapter 47.44 RCW, the above recitals and Exhibits that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in or attached hereto and by this reference made a part of this Agreement:

It Is Mutually Agreed As Follows:

1. Exhibit A of the Agreement is hereby replaced in its entirety with Exhibit A-1.
2. Exhibit B of the Agreement is hereby replaced in its entirety with Exhibit B-1
3. The amount payable under the Agreement is hereby decreased by Seven Hundred Sixty Eight Thousand Five Hundred Nine Dollars (\$768,509), the cost of inspection of the water, to Eighty Three Thousand Six Hundred Ninety One Dollars (\$83,691).
4. All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date last signed below.

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

City of Spokane

By: \_\_\_\_\_

By:\_\_\_\_\_

Print Name: Mike Gribner, P.E.

Print Name:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Title: Region Administrator

Title:\_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

City of Spokane Attorney

Date:\_\_\_\_\_

UTB 1370  
Exhibit A-1  
Special Provisions

## **Scope of Work**

The Scope of Work is for the Utility to provide inspection of the installation of approximately 1250 linear feet of 8-inch ductile iron mechanically restrained water main, approximately 72 linear feet of 12-inch ductile iron mechanically restrained water main, 35 linear feet of 4-inch ductile iron mechanically restrained water main, two (2) 8" pipe expansion joints, two (2) 2-inch air valves, four (4) 4-inch blow-off assemblies, two (2) City of Spokane Type 2 drywells and four (4) 8-inch MJ x MJ resilient seat valve assemblies along with all requires bends, tees and appurtenances on the proposed Trent Bridge structure by pipe hangers, laying through the bridge abutment and under the approach slabs in accordance with the plans and specifications.

### **UTILITY RESPONSIBILITIES**

1. The Utility will provide Inspection for the Utility owned water main and related appurtenance installation and will complete the physical connection to the existing water system to include any additional work outside of the project limits shown on the plans.
2. The Utility will provide all tools, labor, equipment, and materials necessary to perform any additional Utility owned water main work outside of the project limits shown on the plans necessary to maintain the integrity of the Utility owned Water main.

### **WSDOT RESPONSIBILITIES**

1. WSDOT and its Contractor will provide the tools, labor, equipment, and materials necessary to perform the installation of the water main and all related appurtenances in accordance with the Plans and Specifications within the project limits shown on the plans.
2. WSDOT and its Contractor will provide the materials, excavation and backfill for the physical connection of the Utility owned water main as shown on the plans and specifications.
3. WSDOT will provide a construction window for the Utility to complete any additional Utility owned water main work outside of the project limits within the project road closure.



**City of Spokane Water Department**

**914 E. North Foothills Dr.  
Spokane, WA 99207**

**Opinion of Probable Cost**  
Trent Street Bridge Replacement

5-Nov-19

**TOTAL ESTIMATE FOR MATERIAL COST**

East and West Connections **\$171,990.00**

2-8" Water main on Bridge **\$596,520.00**

Inspection Services **\$83,690.74**

**TOTAL** **\$852,200.74**

SERVICES				
Description	Qty	Unit	Unit Price	Total
INSPECTION (10%)	1	EST	10%	\$76,851.00
Tax (est.)			8.90%	\$6,839.74

Subtotal:

**SUB-TOTAL:** \$83,690.74

INSPECTION ONLY

**TOTAL:** **\$83,690.74**

Round to \$83,691



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

09/09/2019

**Date Rec'd**

8/26/2019

**Clerk's File #**

OPR 2019-0693

**Renews #****Submitting Dept**

INTEGRATED CAPITAL

**Contact Name/Phone**

LOUIS MEULER 6096

**Contact E-Mail**

LMEULER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4250 - WSDOT TRENT BRIDGE WATER LINE REPLACEMENT AGREEMENT

**Agenda Wording**

Construction Agreement with WSDOT that provides for the construction of a replacement water line on the new Trent Avenue Bridge

**Summary (Background)**

The Trent Avenue Bridge is being replaced by WSDOT. This agreement details all costs to the WSDOT that are needed to complete a new replacement water line as a part of the Trent Avenue Bridge replacement project. Costs include estimated costs paid by WSDOT and the reimbursement to the City for its portion of water line construction, connection, and inspection expenses.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Revenue \$ 255,680.74

# 4100-47110-34141-53201-99999

Expense \$ 255,680.74

# 4100-47110-99999-34389-99999

Select \$

#

Select \$

#

**Approvals****Dept Head**

MILLER, KATHERINE E

**Division Director**

SIMMONS, SCOTT M.

**Finance**

ALBIN-MOORE, ANGELA

**Legal**

DALTON, PAT

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other**

PIES 8/26/19

**Distribution List**

lmeuler@spokanecity.org

jsakamoto@spokanecity.org

**Additional Approvals**

aalbinmoore@spokanecity.org

**Purchasing**

lsearl@spokanecity.org

jsaywers@spokanecity.org

smsimmons@spokanecity.org

kmiller@spokanecity.org

APPROVED BY  
SPOKANE CITY COUNCIL:

9/9/2019

CITY CLERK



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

October 4, 2019

City of Spokane  
Atten: Louis Meuler.  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

RE: UTB 1370  
SR 290 Trent Bridge  
New waterline on Trent Bridge

Dear Louis:

Please find enclosed one executed original of Agreement No. UTB 1370 for your records.

Please call me at (509) 324-6122 if you have any questions.

Sincerely,

Mike Burdick  
Eastern Region Agreements Engineer

A handwritten signature in black ink, appearing to read 'Mike Burdick', written over a horizontal line.

Enclosures

CC: file

<b>Utility Construction Agreement</b> <b>Work by WSDOT– WSDOT Cost</b>		Utility Name & Address City of Spokane Public Works Department 808 W. Spokane Falls Blvd. Spokane, WA 99201
Agreement Number <b>UTB 1370</b>	Region <b>Eastern</b>	Project Title/Location  SR 290 East Avenue Bridge Over Spokane River BR 290/5 Replacement
State Route <b>SR 290</b>	Mileposts <b>From .82 to .92</b>	
Estimated Agreement Amount <b>\$852,200.00</b>		

This Utility Construction Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named Utility (Utility); hereinafter referred to individually as the 'Party' and collectively as the 'Parties.'

#### Recitals

1. WSDOT is planning the construction or improvement of the State Route as shown above for the identified WSDOT Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain Utility facilities (Work).
2. WSDOT is responsible for all Work under this Agreement because the Utility's facilities are located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by WSDOT Project.
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. It is deemed to be in the best public interest for WSDOT to include the Work in WSDOT's Project.

Now, Therefore, pursuant to chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits A, B, and C which by this reference are incorporated and made a part hereof,

#### It Is Mutually Agreed As Follows:

1. **Plans, Specifications and Bids**
  - 1.1 Program Guide: *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 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.
- 1.3 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.
- 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.
- 2.3 Salvage: 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. WSDOT agrees that it is 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.
- 2.5 WSDOT shall promptly notify the Utility in writing when the Work is completed.
- 2.6 The Utility shall, within Twenty (20) working days of being notified that the Work is completed: (a) deliver a letter of acceptance to WSDOT which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, or (b) deliver to WSDOT written reasons why the Work does not comply with the previously approved Plans and Special Provisions. The Utility agrees to work diligently and in good faith with WSDOT to resolve any issues so as not to delay WSDOT's Project. If all issues are resolved, the Utility agrees to deliver to WSDOT a letter of acceptance as provided herein.

- 2.7 If the Utility does not respond within Twenty (20) working as provided in section 2.6, the Work and the administration thereof will be deemed accepted by the Utility, and WSDOT shall be released from all future claims and demands.
- 2.8 Upon completion and acceptance of the Work pursuant to Sections 2.6 or 2.7, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without WSDOT liability or expense.
- 2.9 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard WSDOT practice, as directed by WSDOT's Construction Manual. Once the Utility has accepted the Work per Section 2.6 or 2.7, WSDOT upon request by the Utility will provide one reproducible set of contract as-builts to the Utility, and the Utility agrees to pay the cost of reproduction upon receipt of a WSDOT invoice.
- 3. Payment**
- 3.1 WSDOT agrees that it shall be responsible for the actual direct and related indirect costs, including mobilization, construction engineering, contract administration, and overhead costs, associated with the Work. The cost of this Work is estimated to be Eight Hundred Fifty Two Thousand Two Hundred Dollars (\$852,200). An itemized estimate of WSDOT-responsible costs for Work to be performed by WSDOT on behalf of the Utility is included in Exhibit B, Cost Estimate.
- 3.2 If the Utility chooses to have an inspector for the Work, the Utility will provide a detailed estimate of such costs to be included in Exhibit B. The Utility agrees to provide a detailed invoice to WSDOT for Utility inspector costs in accordance with the estimate included in Exhibit B, and WSDOT agrees to make payment within thirty (30) calendar days of receipt of the invoice.
- 3.3 Pursuant to Section 4, if additional Work or a change in the Work is required and Utility review is necessary, the Utility agrees to provide a detailed invoice to WSDOT, and WSDOT agrees to make payment for all reasonable costs within thirty (30) calendar days of receipt of the invoice.
- 4. Change in Work**
- 4.1 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.
- 4.2 WSDOT will make available to the Utility all change order documentation related to the Work.



**5. Right of Entry**

5.1 The Utility hereby grants to WSDOT a right of entry onto all lands in which it has an interest for construction of the Work as defined in Exhibits A and C. Upon completion and acceptance of the Work, this right of entry shall terminate, except as otherwise provided in Section 5.

5.2 The Utility agrees to arrange for rights of entry upon all privately owned lands upon which the Utility has an easement or court finding of a prescriptive right 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 twenty (20) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate.

**6. General Provisions**

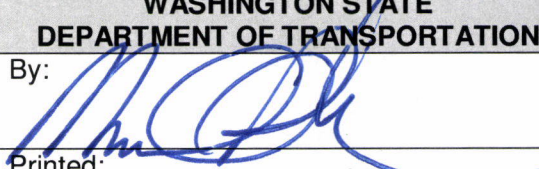
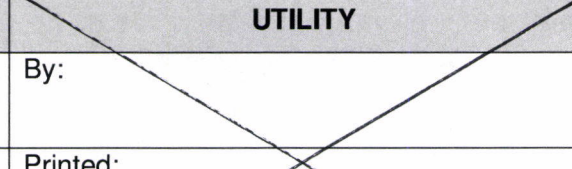
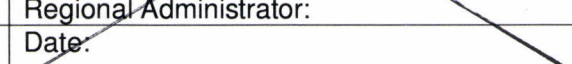
6.1 Indemnification: To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both 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.

6.2 Disputes: 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.

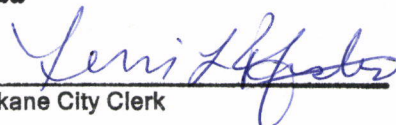
6.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.


- 6.4 Termination: In the event funding for the Project or Work is withdrawn, reduced, or limited in any way after the execution date of this Agreement and prior to normal completion, WSDOT may terminate the Agreement upon Twenty (20) calendar day notice. In the event of such termination, WSDOT and Utility shall consult, if necessary, on how the Work shall be brought to a level that is safe for the Utility's operation and maintenance. In the event the Work is terminated, the provisions of Sections 2 and 5 shall apply to the Work completed.
- 6.5 Amendments: 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.
- 6.6 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.
- 6.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the termination or completion of this Agreement, WSDOT 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 Utility and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The Utility shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and 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.
- 6.8 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.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	UTILITY
By: 	By: 
Printed: MIKE GRIBNER P.E.	Printed: Mike Gribner P.E.
Title: REGIONAL ADMINISTRATOR	Title: Regional Administrator:
Date: 9/25/19	Date: 

Attest:

  
Spokane City Clerk

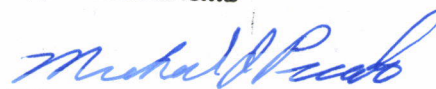
  
David A. Condon  
Mayor  
City of Spokane



UTB 1370

Page 5 of 5

Approved as to form: 1

  
Assistant City Attorney

UTB 1370  
Exhibit A  
Special Provisions

## **Scope of Work**

The Scope of Work is for the installation of approximately 1250 linear feet of 8-inch ductile iron mechanically restrained water main, approximately 72 linear feet of 12-inch ductile iron mechanically restrained water main, 35 linear feet of 4-inch ductile iron mechanically restrained water main, two (2) 8" pipe expansion joints, two (2) 2-inch air valves, four (4) 4-inch blow-off assemblies, two (2) City of Spokane Type 2 drywells and four (4) 8-inch MJ x MJ resilient seat valve assemblies along with all requires bends, tees and appurtenances on the proposed Trent Bridge structure by pipe hangers, laying through the bridge abutment and under the approach slabs in accordance with the plans and specifications.

### **UTILITY RESPONSIBILITIES**

1. The Utility will provide Inspection for the Utility owned water main and related appurtenance installation and will complete the physical connection to the existing water system to include any additional work outside of the project limits shown on the plans.
2. The Utility will provide all tools, labor, equipment, and materials necessary to perform any additional Utility owned water main work outside of the project limits shown on the plans necessary to maintain the integrity of the Utility owned Water main.

### **WSDOT RESPONSIBILITIES**

1. WSDOT and its Contractor will provide the tools, labor, equipment, and materials necessary to perform the installation of the water main and all related appurtenances in accordance with the Plans and Specifications within the project limits shown on the plans.
2. WSDOT and its Contractor will provide the materials, excavation and backfill for the physical connection of the Utility owned water main as shown on the plans and specifications.
3. WSDOT will provide a construction window for the Utility to complete any additional Utility owned water main work outside of the project limits within the project road closure.





**City of Spokane Water Department**

**914 E. North Foothills Dr.  
Spokane, WA 99207**

**Opinion of Probable Cost**

Trent Street Bridge Replacement

25-Jul-19

**TOTAL ESTIMATE FOR MATERIAL COST**

East and West Connections	<b>\$171,990.00</b>
2-8" Water main on Bridge	<b>\$596,520.00</b>
Inspection Services	<b>\$83,690.74</b>
<b>TOTAL</b>	<b>\$852,200.74</b>

EAST AND WEST CONNECTIONS OUTSIDE ABUTMENTS				
Description	Qty	Unit	Unit Price	Total
4" DIMJ Pipe	35	LF	\$ 35.00	\$ 1,225.00
8" DIMJ pipe	200	LF	\$ 50.00	\$ 10,000.00
12" DIMJ pipe	72	LF	\$ 75.00	\$ 5,400.00
8" FIELD LOK GASKETS	44	EA	\$ 100.00	\$ 4,400.00
12" FIELD LOK GASKETS	18	EA	\$ 150.00	\$ 2,700.00
DRYWELL	2	EA	\$ 2,500.00	\$ 5,000.00
RESTRAINT	55	EA	\$ 125.00	\$ 6,875.00
8" RS VALVE MJ x MJ	4	EA	\$ 850.00	\$ 3,400.00
4" RS VALVE MJ xMJ	4	EA	\$ 450.00	\$ 1,800.00
12" TEE MJ x MJ	2	EA	\$ 350.00	\$ 700.00
12" 90 DEGREE ELBOW	2	EA	\$ 150.00	\$ 300.00
12"X8" REDUCER	4	EA	\$ 175.00	\$ 700.00
8"X4" TEE	4	EA	\$ 75.00	\$ 300.00
8" 22.5 DEGREE ELBOW	8	EA	\$ 125.00	\$ 1,000.00
4" TEE	2	EA	\$ 75.00	\$ 150.00
FOSTER ADAPTOR	2	EA	\$ 150.00	\$ 300.00
Sub Total:				\$ 43,025.00
LABOR				
Description	Qty	Unit	Unit Price	Total
LABORER	160	HR	\$ 100.00	\$ 16,000.00
FORMAN	160	HR	\$ 125.00	\$ 20,000.00
EQUIPMENT OPERATOR	160	HR	\$ 120.00	\$ 19,200.00
Sub Total:				\$ 55,200.00
EQUIPMENT				
Description	Qty	Unit	Unit Price	Total
SERVICE TRUCK	160	HR	\$ 60.00	\$ 9,600.00
BACKHOE	160	HR	\$ 75.00	\$ 12,000.00
LOADER	40	HR	\$ 75.00	\$ 3,000.00
CHLORINATOR TRUCK	20	HR	\$ 75.00	\$ 1,500.00
DUMP TRUCK	40	HR	\$ 75.00	\$ 3,000.00
MISC EQUIP	160	HR	\$ 100.00	\$ 16,000.00
Sub Total:				\$ 45,100.00
SERVICES				
Description	Qty	Unit	Unit Price	Total
INSPECTION (10%)	1	EST	10%	\$76,851.00
Tax (est.)			8.90%	\$ 6,839.74
Subtotal:				\$ 143,325.00
20% CONTINGENCY				\$ 28,665.00
INSPECTION TOTAL				\$83,690.74
SUB-TOTAL:				\$171,990.00
TOTAL:				\$255,680.74

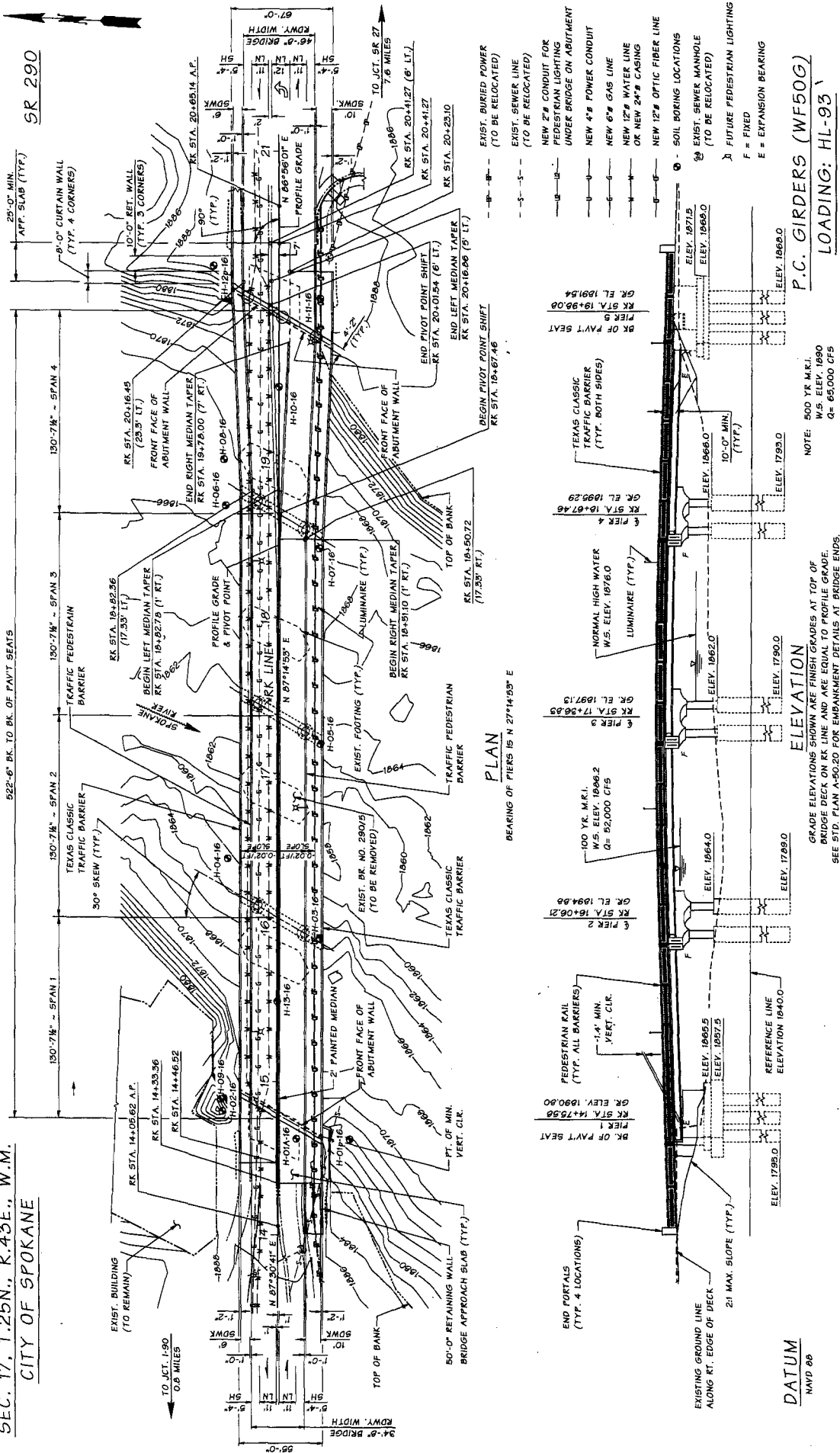
2-8" WATER MAINS UNDER THE BRIDGE - MATERIALS AND LABOR COST				
Description	Qty	Unit	Unit Price	Total
8" DIMJ pipe	1050	LF	\$ 75.00	\$ 78,750.00
8" FIELD LOK GASKETS	60	EA	\$ 100.00	\$ 6,000.00
PIPE HANGERS	106	EA	\$ 250.00	\$ 26,500.00
8" EXPANSION	2	EA	\$ 16,000.00	\$ 32,000.00
2" AIR VALVE ASBLY	2	EA	\$ 1,000.00	\$ 2,000.00
VALVE ACCESS	2	EA	\$ 300.00	\$ 600.00
RESTRAINT	60	EA	\$ 125.00	\$ 7,500.00
Sub Total:				\$ 153,350.00
LABOR				
Description	Qty	Unit	Unit Price	Total
LABORER	1000	HR	\$ 100.00	\$ 100,000.00
PIPE HANGER	500	HR	\$ 125.00	\$ 62,500.00
CRANE OPERATOR	250	HR	\$ 125.00	\$ 31,250.00
FORMAN	250	HR	\$ 150.00	\$ 37,500.00
Sub Total:				\$ 231,250.00
EQUIPMENT				
Description	Qty	Unit	Unit Price	Total
CRANE	250	HR	\$ 250.00	\$ 62,500.00
MISC EQUIP	250	HR	\$ 200.00	\$ 50,000.00
		HR	\$ -	\$ -
		HR	\$ -	\$ -
		HR	\$ -	\$ -
		HR	\$ -	\$ -
		HR	\$ -	\$ -
Sub Total:				\$ 112,500.00
CONTRACTUAL SERVICES				
Description	Qty	Unit	Unit Price	Total
				\$ -
				\$ -
Tax (est.)			8.90%	\$ -
Sub Total:				\$ -
Subtotal:				\$ 497,100.00
20% CONTINGENCY				\$ 99,420.00
				\$ -
<b>TOTAL:</b>				<b>\$596,520.00</b>



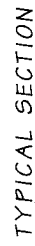


# UTB 1370 Exhibit C Plans Page 2 of 6

SEC. 17, T.25N., R.43E., W.M.  
CITY OF SPOKANE



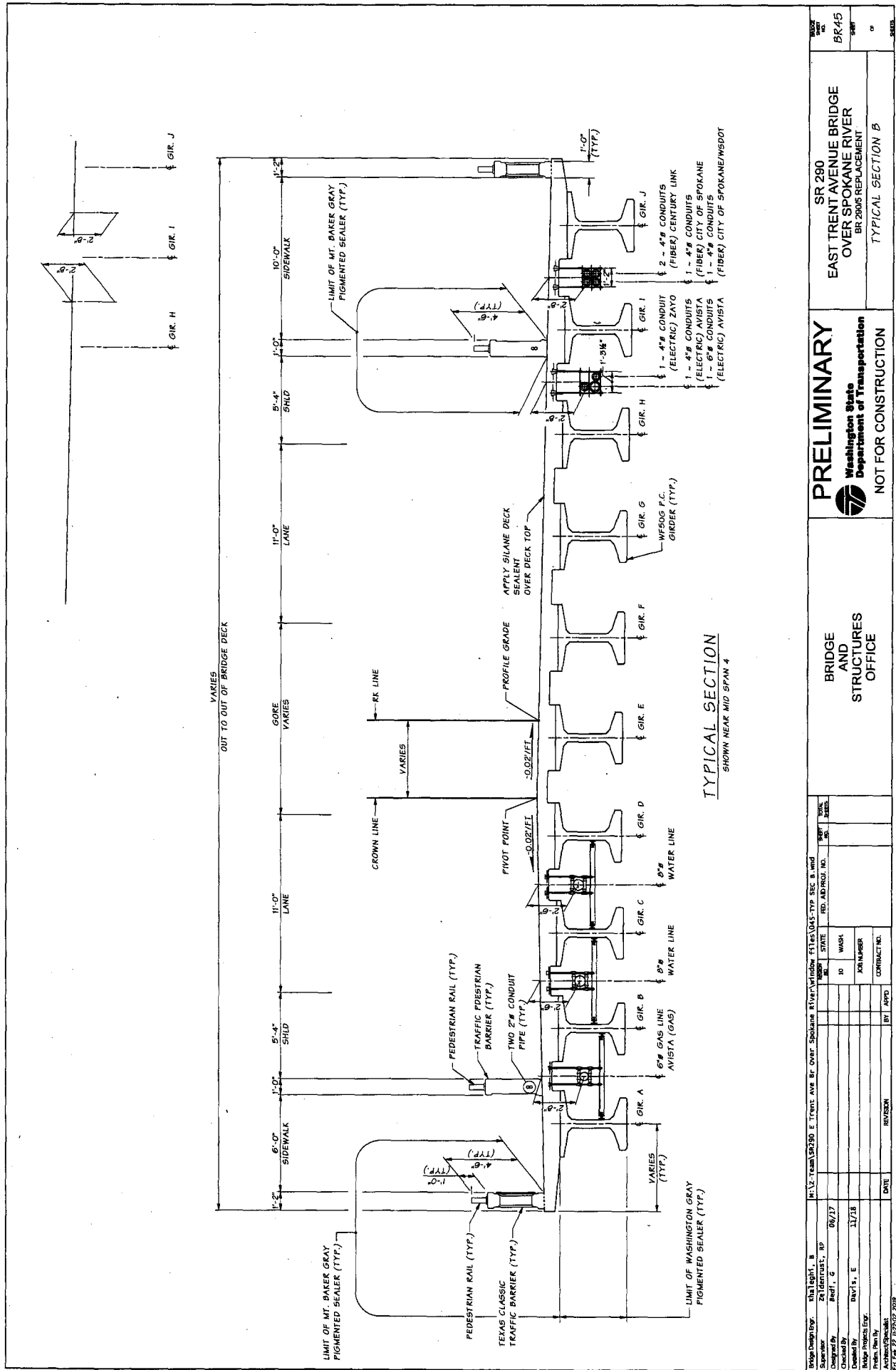
SR 290 EAST TRENT AVENUE BRIDGE OVER SPOKANE RIVER BR 2805 REPLACEMENT LAYOUT	
<b>PRELIMINARY</b> Washington State Department of Transportation NOT FOR CONSTRUCTION	
BRIDGE AND STRUCTURES OFFICE	
SR 290 FILE NO. 1649 SHEET 183	
14.12 - Team 16220 E Trent Ave at Over Spokane River Window F16220-LAYOUT.mxd DATE: 06/17 DESIGNED BY: MJD/CEB CHECKED BY: MJD/CEB DESIGNED BY: MJD/CEB DATE: 06/17 APPROVED BY: MJD/CEB DATE: 06/17 APPROVED BY: MJD/CEB DATE: 06/17	

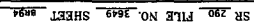


SHOWN NEAR PIER 3.

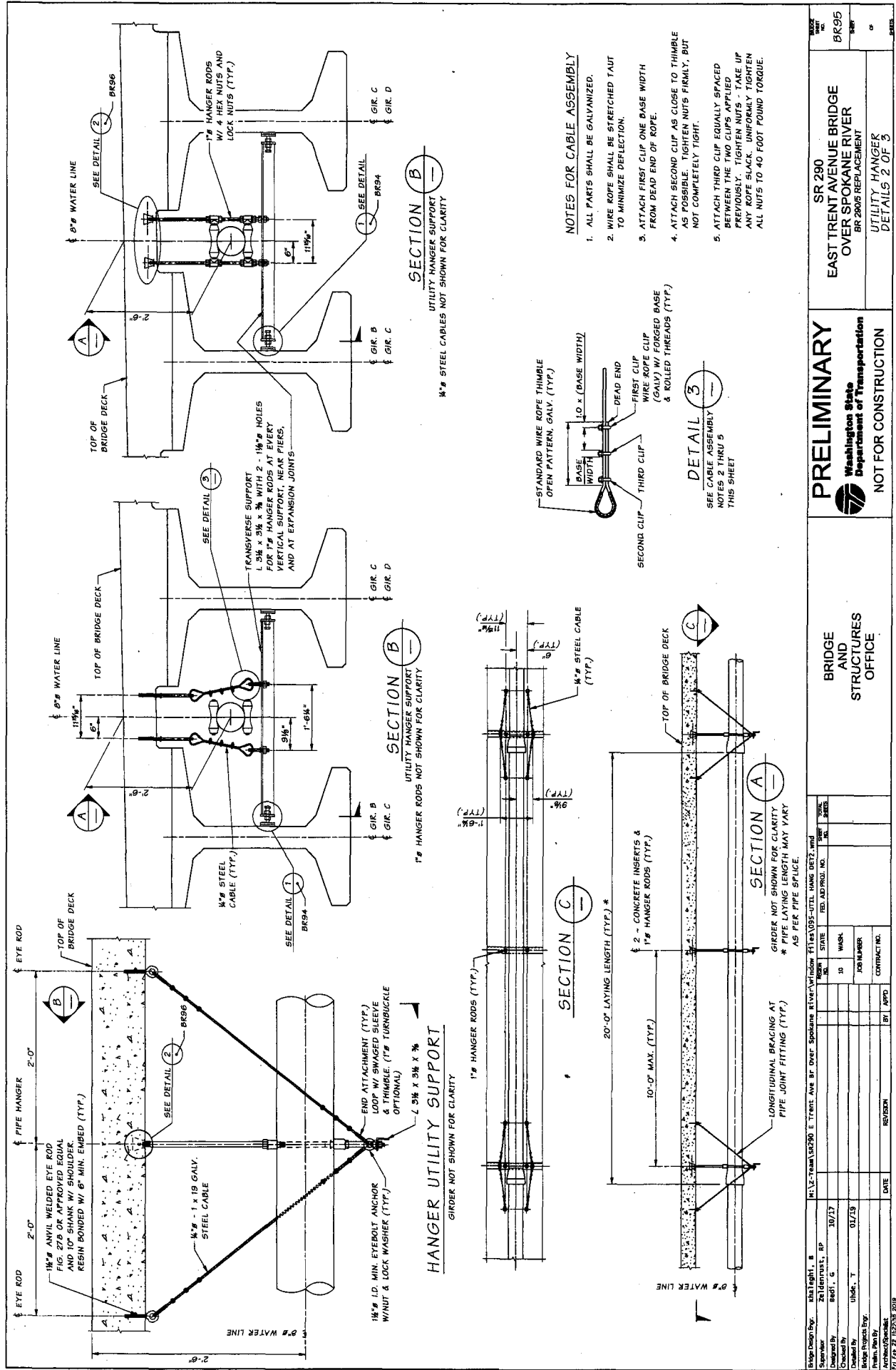
SHOWN NEAR FIG. 3.  
SUBSTRUCTURE DIMENSIONS SHOWN ARE APPROXIMATE.

[illegible]









## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division, Water Department
<b>Subject:</b>	WSDOT Trent Bridge Replacement – Water Line Replacement Agreement
<b>Date:</b>	August 26, 2019
<b>Contact (email &amp; phone):</b>	James Sakamoto, <a href="mailto:jsakamoto@spokanecity.org">jsakamoto@spokanecity.org</a> , 625-7854
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the Construction Agreement UTB 1370 with WSDOT, that provides for the construction of a replacement water line on the new Trent Avenue Bridge.
<b>Background/History:</b>  <p>The Trent Avenue Bridge is being replaced by WSDOT. This agreement details all costs to the WSDOT that are needed to complete a new replacement water line as a part of the Trent Avenue Bridge replacement project. Costs include estimated costs paid by the WSDOT and the reimbursement to the City for its portion of water line construction, connection, and inspection expenses.</p> <p>Trent Bridge Replacement project website:  <a href="https://www.wsdot.wa.gov/Projects/SR290/trentbridge/default.htm">https://www.wsdot.wa.gov/Projects/SR290/trentbridge/default.htm</a> </p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Agreement with WSDOT to be reimbursed for Construction, Connection, and water system inspection expenses.</li> <li>Estimated costs for City's portion of work = \$255,680.74</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: WSDOT – Trent Bridge Replacement Project Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

12/16/2019

**Date Rec'd**

12/2/2019

**Clerk's File #**

OPR 2019-1093

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Contact Name/Phone**

CHRIS AVERYT 625-6540

**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4490 CONTRACT FOR METAL RECYCLING OF METALS FROM WTE

**Cross Ref #****Project #****Bid #**

RFP 5176-19

**Requisition #**

REVENUE

**Agenda Wording**

Contract with American Recycling Corporation for the sale of metals collected from the WTE's ash, and scrap metals from the tipping floor. The initial term will begin Jan. 1, 2020 through Dec. 31, 2020 with an anticipated revenue of \$300,000.00.

**Summary (Background)**

Ferrous metals are removed from the ash for recycling prior to disposal at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley was the only respondent.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Revenue \$ 300,000.00

# 4490-44110-37079-36911

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

CONKLIN, CHUCK

**Division Director**

SIMMONS, SCOTT M.

**Finance**

ALBIN-MOORE, ANGELA

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session**

PIES 11/25/19

**Other****Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

jake@arecycling.com

**Additional Approvals****Purchasing**

PRINCE, THEA

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract For Metals Recycling at the WTE Facility
<b>Date:</b>	November 25, 2019
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources - Sustainable Practices - Recycling Metal
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to send ash metals and scrap metals to American Recycling, thereby allowing this material to be utilized for recycling instead of disposing of it in a landfill.
<b>Background/History:</b> <p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year and may be extended for four (4) additional one-year periods. The initial term will be from January 1, 2020 through December 31, 2020. The revenue received for the materials will be determined by a formula based on market prices on the 15<sup>th</sup> of the previous month. Based on recent market trends, it is anticipated that this should generate approximately \$300,000.00 in annual revenue.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with American Recycling Corporation for the recycling of metals ash and scrap metals from the tipping floor.</li> <li>Contract awarded from RFP 5176-19 of which American Recycling was the only response received.</li> <li>Pricing is formula-based and dependent on market prices on the 15<sup>th</sup> of the previous month.</li> <li>Projected annual revenue, based on 2019's market trends, of approximately \$300,000.00.</li> <li>Contract term from January 1, 2020 through December 31, 2020.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required:	

Known challenges/barriers:



**City of Spokane**

**REVENUE AGREEMENT**

Title: **PROCESS, TRANSPORT AND  
PURCHASE WTEF METALS**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as "City", and **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as "Company", individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **DESCRIPTION OF WORK.** The City shall provide Company POST COMBUSTIBLE RECOVERED METALS, RECOVERED METALS FROM THE TIPPING FLOOR AND RECOVERED METALS FROM THE RECYCLING AREA OF THE CITY'S WASTE TO ENERGY FACILITY (WTEF), WHICH INCLUDES THE COMPANY'S PROCESS, TRANSPORT AND PURCHASE OF WTEF FERROUS METALS in accordance with the City's Request for Proposals (RFP # 5176-19) and the Company's response to the City's RFP, dated October 24, 2019, and is attached hereto.
2. **CONTRACT TERM.** The Agreement shall begin on January 1, 2020 and end on December 31, 2020, unless terminated earlier. This Agreement may be extended by written agreement of the parties not to exceed four (4) additional one year contract periods.
3. **COMPENSATION.** The Company will pay the City for all recyclable metals picked up at the WTEF and delivered to the Company's yard. COMPENSATION WILL BE PAID ACCORDING TO SCALE TICKET NET WEIGHTS WITH THE FERROUS MATERIALS PAID IN NET TONS AND THE NON-FERROUS MATERIALS PAID IN POUNDS. The City estimates approximately **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** as annual revenue from the Company for the RECOVERED METALS provided for under this Agreement. There will be no costs to the City for Company's performance of the services related to this Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Agreement.
- A. **BUY PRICE QUOTE:** The buy prices paid to the City will be based on AMM magazine categories. The Company will use the published price on the 15th of each month (retro for the entire month).

**Non-ferrous Example:**

Non-ferrous category will be from the AMM non-ferrous scrap prices (Estimated Dealer Buying Prices). Company will use the LA low side price minus (-) an adjustment of \$0.15 cents per Pound picked up by Company or \$0.10 cents per Pound if the City delivers.

**Example formula:**

October 15th published price = #2 copper (LA low side) - Adjustment = buy price \$2.47 per pound - \$0.15 cents per Pound = \$2.32 paid to the City for material picked up by the Company.

\$2.47 per pound - \$0.10 cents per Pound = \$2.37 paid to the City if delivered to Company by the City.

**Ferrous buy prices quote:**

The category Company will use is LA Export and Dealer Buying Prices published on the 15th of every month (retro for the entire month). Company will use the #2 bundles commodity, minus (-) an adjustment and changed from gross tons to net tons.

**Formula if American Recycling hauls:**

Category price - adjustment, divided by 1.12 (gross ton to net ton) = buy price.

**Example Formula:**

LA price for #2 bundles (135 gross tons [GT] - \$65.00) / 1.12 = \$62.50 per net ton.

**Formula Example for City of Spokane hauling material:**

October 15<sup>th</sup> - (\$135/GT - \$50) 1.12 = \$75.89 per net ton.

**Category adjustments:**

If Company hauls the loads = \$65 per gross ton. If the City hauls the loads = \$50 per gross ton. [LA Export yard buying price for #2 bundles is used in both cases]

**Note: These prices are for metal. Any wood, rocks, cement, rubber, carbon or other non-metallic items will be adjusted off the scale weights and sent back to the WTEF.**

4. PAYMENT. The Company shall submit payment on a monthly basis to the Solid Waste Disposal Department, 2900 South Geiger Boulevard, Spokane, Washington 99224. If the City objects to all or any portion of the payment, it shall notify the Company and reserves the right to only receive that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TERMINATION. Either party may terminate this Agreement, with cause, by sixty (60) 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.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. DEBARMENT AND SUSPENSION. The Company 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. Each party shall comply with all applicable federal, state, and local laws and regulations.

8. **INDEMNIFICATION.** 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, indemnify, 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.

9. **INSURANCE.** During the period of the Agreement, the Company 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 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 Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the 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 forty-five (45) 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.

10. 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.

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 Company 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 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.

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 this Agreement.

13. AUDIT / RECORDS. The Company and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-companies 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 Agreement, the federal law shall prevail.

14. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.
- B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

**AMERICAN RECYCLING CORPORATION**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
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 – Company’s response to RFP, dated October 24, 2019  
Exhibit B – Certificate Regarding debarment

19-220

-

**EXHIBIT A**

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

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



INLAND NORTHWEST'S  
RECYCLING SPECIALISTS

October 24.2019

City of Spokane – Purchasing  
4<sup>th</sup> floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3316

RE: RFP# 5176-19 includes the process, transport and purchase of WTE ferrous metals.

We are American Recycling Corporation located at 6203 E. Mission Ave. in Spokane Valley Washington. We have no current or former city employees employed with us nor do we have any on our governing board. We have not had any previous city employees that have worked for us in the last twelve months or any on our governing board.

American Recycling Corporation acknowledges that we will comply with all terms and conditions set forth in the Request for Proposals unless otherwise agreed on by the City.

American Recycling Corporation  
6203 E. Mission Ave.  
Spokane Valley, WA 99212  
509-535-4271 office  
509-536-9438 fax

Jake VanderZanden  
General Manager  
509-202-7533  
[jake@arecycling.com](mailto:jake@arecycling.com)

### **PROPOSAL:**

PROJECT APPROACH / METHODOLOGY: (see "WORK PLAN" for approach and methodology)

#### **WORK PLAN:**

This includes the Processing, Transport and Purchase of Facility Metals. These metals include post combustible recovered metals, tipping floor recovered metals and recovered metals from the recycling area of the Waste to Energy Plant.

All metals recovered will be hauled by American Recycling trucks and drivers or by the City of Spokane according to the accepted bid proposal. The trucks will be loaded with the post combustible recovered metals by American Recycling employees into appropriate boxes prior to removal. The tipping floor boxes will be picked up as needed when American Recycling is contacted by City employees working on the tipping floor. The recycling area metals boxes will be picked up and returned when notified by City employees working in the recycling area.

American Recycling Corp. has handled the post combustible recovered metals and tipping floor recovered metals for many years. This has been done in a satisfactory manner and American Recycling Corp. feels confident we will do the same with the new contracted metals.

#### **PROJECT SCHEDULE:**

American Recycling employees will work daily to take care of the needs of the Waste to Energy Plants recoverable metals. American Recycling employees work Monday – Friday, weekends and holidays as needed and will continue to give the same service as necessary to take care of the Waste to Energy Plant's recoverable metal needs.

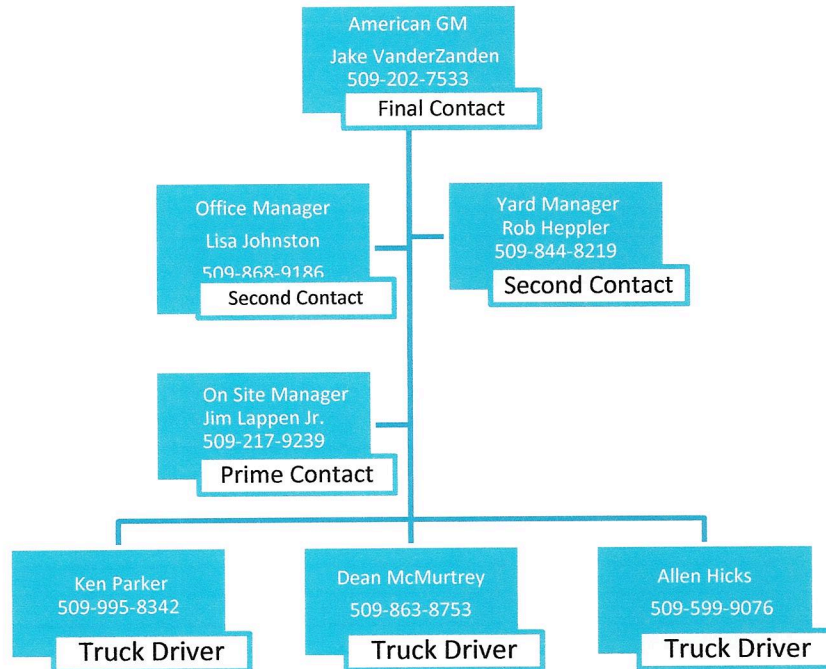
#### **DELIVERABLES:**

American Recycling Corp. has and will continue to provide all of the needed equipment to fully execute the proposed work plan. That equipment has and will include trucks, cranes, balers, forklifts, skid steers, roll off boxes and bins as needed.

**MANAGEMENT PROPOSAL:**

There will be no subcontractors used during the course of the project. The entire project - team will consist of American Recycling employees.

**AMERICAN RECYCLING ORGANIZATIONAL CHART**



**STAFF QUALIFICATIONS:** (See attached resume for on-site manager)

**EXPERIENCE OF THE FIRM:**

American Recycling Corporation has operated as a full line recycling facility in the Spokane area since 1976. That has included processing, transporting and handling of all types of recycled metal materials. American Recycling has bought and sold all metals, including automobiles, working with hundreds of commercial businesses and thousands of individual recyclers in the Spokane and North Idaho areas. We supply all types of bins, roll offs and trailers. American Recycling delivers and picks these up as needed by the customers. Some of our biggest customers are Wheelabrator, Avista, and Kootenai County Landfills just to name a few.

American Recycling Corp has had a long history with Wheelabrator. American Recycling has had the contract for post combustible metals and tipping floor material for the last twenty five years.

**COST PROPOSAL:**

There will be no costs to the City of Spokane for the performance of services of this contract. American Recycling will pay for all its employees and the costs incurred in the performance of this contract.

American Recycling will pay the City of Spokane for all recyclable metals picked up and delivered to its yard. These will be paid off of scale ticket net weights with the ferrous materials paid in net tons.

**BUY PRICE QUOTE:**

The buy prices paid to the City of Spokane will be based on AMM magazine categories.

American Recycling will use the published price on the 15<sup>th</sup> of each month (retro for the entire month).

**Ferrous buy prices quote:**

The category we will be using is LA Export and Dealer Buying Prices published on the 15<sup>th</sup> of every month (retro for the entire month). We will be using the #2 bundles commodity, minus an adjustment and changed from gross tons to net tons.

Formula if American Recycling hauls:

Category price – adjustment, divided by 1.12 (gross ton to net ton) = buy price.

Example:

LA price for #2 bundles (135 gt - \$65.00) / 1.12 = \$62.50 per net ton.

Formula for City of Spokane hauling material:

Example – October 15<sup>th</sup>

(\$135/GT - \$50) / 1.12 = \$75.89 per net ton.



See attached AMM (American Metals Market)

**Category adjustments:**

If American hauls the loads is \$65 per gross ton. If City of Spokane hauls the loads is \$50 per gross ton.

LA Export yard buying price for #2 bundles is used in both cases.

Note: It needs to be noted that these prices are for metal. Any wood, rocks, cement, rubber, carbon or other non-metallic items will be adjusted off the scale weights and sent back to the Waste to Energy Plant.

General Manager: Jake VanderZanden

A handwritten signature in black ink, appearing to read 'Jake VanderZanden', is written over a horizontal line.

Scrap iron and steel prices

PRICES EFFECTIVE WEDNESDAY OCTOBER 23, 2019

CONSUMER BUYING PRICES

Estimated domestic consumer buying prices in US\$/gross ton; delivered mill price.													(a) Appraisal price	NA--Not available		1Canadian currency; in net tons	
	Alabama	Ark/Tenn Border	Chicago	Cincinnati	Cleveland	Detroit	N. Carolina/ Virginia	Philadelphia	Pittsburgh	South Carolina	Hamilton, Ontario†	Montreal†	Composites				
DATE REVIEWED:	10/07/19	10/07/19	10/07/19	10/07/19	10/07/19	10/04/19	10/08/19	10/08/19	10/07/19	10/08/19	10/07/19	10/09/19					
NO. 1 HEAVY MELT	195	200	175	195	188	180	200	190	183	200	118	175	182.67				
No. 2 heavy melt	185	.....	160	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....				
No. 1 bundles	227	230	225	192	240	205	.....	215	201	.....	198	.....	.....				
No. 2 bundles *	.....	157	87	.....	.....	.....	.....	105	75	.....	.....	130	.....				
No. 1 busheling	232	235	220	195	240	210	212	215	220	213	184	235	226.67				
No. 1 industrial bundles	.....	.....	.....	.....	.....	.....	.....	.....	227	.....	.....	.....	.....				
Shredded auto scrap	224	225	217	215	220	205	218	210	214	218	129	.....	216.25				
MACHINE SHOP TURNINGS	110	90	90	57	30	25	115	85	85	115	.....	125	.....				
Cast iron borings	.....	.....	100	.....	.....	.....	.....	.....	70	.....	.....	.....	.....				
Cut structural/plate, 2' max	.....	.....	324	.....	.....	.....	.....	315	.....	.....	.....	.....	.....				
Cut structural/plate, 3' max.	235	.....	.....	.....	.....	.....	.....	225	232	.....	.....	.....	.....				
Cut structural/plate, 5' max.	215	225	200	205	210	190	210	200	212	210	136	195	.....				
Foundry steel, 2' max.	.....	.....	224	.....	157	210	.....	308	160	.....	.....	.....	.....				
Cupola cast	.....	.....	264	.....	80	210(a)	.....	210	193	.....	.....	.....	.....				
CLEAN AUTO CAST	.....	.....	317	.....	225(a)	240	.....	230	232	.....	.....	.....	.....				
Unstripped motor blocks	.....	.....	209	.....	265	.....	.....	210	305	.....	.....	.....	.....				
Heavy breakable cast	.....	.....	207	.....	65	.....	.....	156	143	.....	.....	.....	.....				
Drop broken machinery cast	.....	.....	242	.....	193	.....	.....	261	.....	.....	.....	.....	.....				
Rail crops, 2' max.	.....	.....	308	.....	320(a)	.....	.....	245(a)	305	.....	.....	.....	.....				
Random rails	.....	.....	219	.....	.....	.....	.....	175	225	.....	.....	.....	.....				
Steel car wheels	.....	.....	130	.....	265	.....	.....	.....	.....	.....	.....	.....	.....				
Re-rolling rails	.....	.....	205	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....				
STEEL (TIN) CAN BUNDLES	.....	.....	185	.....	185	175	.....	.....	145	.....	.....	.....	.....				

\* Shredders may also be considered consumers for this grade

FASTMARKETS AMM INDEXES

Ferrous Scrap Export Index (\$/tonne, evaluated 10/23/19)		
HMS 1&2 (80:20) East Coast (f.o.b. New York)		214.00
HMS 1&2 (80:20) West Coast (f.o.b. Los Angeles)		214.50
Shredded Steel Scrap, East coast (f.o.b. New York)		219.00
Midwest Ferrous Scrap Index (\$/gross ton, evaluated 10/10/19)		
No. 1 heavy melt		177.14
No. 1 busheling		216.13
Shredded steel scrap		211.63
MB Iron Ore Index (\$/tonne, evaluated 10/23/19)		
MBIO Index		87.18

SHREDDER FEED

Estimated prices in US\$/gross ton		
DATE REVIEWED:		10/21/19
Ohio Valley		68.41
Midwest		68.97
Southeast		78.91

CONSUMER BUYING PRICE TREND

Estimated trends in US\$/gross ton, from prior month		
	Houston	Seattle/Portland
DATE REVIEWED:	10/08/19	10/07/19
No. 1 heavy melt	-30	-15
No. 1 busheling	-40	.....
Shredded auto scrap	-30	-15
Machine shop turnings	-20	-15
Cut structural/plate, 5' max	-30	-15

To become a price contributor see "Metal Exchanges" page.

Scrap prices today

Fastmarkets AMM Ferrous Scrap Export Index changes were made

DEALER SELLING PRICES

Estimated prices in US\$/gross ton, shipping point dealer yard				1Canadian currency; in net tons	
	Atlanta	Houston	St. Louis		
DATE REVIEWED:	10/07/19	10/08/19	10/08/19		
No. 1 heavy melt	158	84	123		
No. 1 bundles	.....	.....	173		
No. 1 busheling	185	77	173		
Shredded auto scrap	168	115	166		
Machine Shop Turnings	20	0	0		
Cut structural/plate, 5' max.	168	114	133		

EXPORT YARD BUYING PRICES

Estimated prices an export dealer, broker or processor will pay for items delivered to his yard, in US\$/gross ton.							
	Boston	L.A.	N.Y.	Philly	S.F.	Seattle/Portland	
DATE REVIEWED:	10/22/19	10/22/19	10/22/19	10/22/19	10/22/19	10/22/19	
No. 1 heavy melt	165	55	165	165	70	75	
No. 2 bundles	90	30	115	90	30	.....	
No. 1 busheling	.....	65	.....	.....	85	.....	
Machine shop turnings	.....	15	35	.....	40	20	
Mixed cast	155	.....	175	165	.....	.....	
Unstripped motor blocks	175	55	180	160	70	50	
Auto bodies	75	30	135	130	30	60	
Cut structural/plate 5' max.	170	65	175	175	80	85	

James Lappen  
706 N Shamrock Ln  
Spokane, WA 99037  
509-217-9239

Grants Pass High School, Grants Pass OR  
General studies through 9th Grade

VP Tin Man, Inc.                      October 1981 - January 2014

American Recycling              July 2014 - Current

Class A CDL

Operated Caterpillars  
Operated Front End Loaders  
Operated Fork Lifts  
Operated Hydraulic Cranes  
Drove Semi Trucks

I have experience in operating all different kinds of Hydraulic Equipment.

Tin Man, Inc. was contracted to American Recycling, from 1994 to January 2014 my main job was working at the Wheelabrator Waste to Energy Plant baling the metal materials that didn't burn.

Since July 2014 my current employment is with American Recycling doing the same work at the Wheelabrator Waste to Energy Plant in addition to driving truck.

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

12/16/2019

**Date Rec'd**

12/2/2019

**Clerk's File #**

OPR 2019-1094

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

CHRIS AVERYT 625-6540

**Project #****Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

**Bid #**

PW ITB 5130-19

**Agenda Item Type**

Contract Item

**Requisition #**

2020 FUNDS

**Agenda Item Name**

4490 CONTRACT FOR INSULATION SERVICES AT THE WTE

**Agenda Wording**

Contract with BrandSafway Services, LLC., of Pasco, WA, for removal and replacement of insulation and cladding at the WTE. The initial term will be from February 1, 2020 through January 31, 2021 with an annual cost of \$100,000.00 including taxes.

**Summary (Background)**

During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required. On October 31, 2019 bidding on PW ITB 5130-19 closed for these insulation services. BrandSafway Services, LLC. was the only response received. The bid stipulated that the contract will be for one year with the option of four additional one-year periods.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ 100,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

CONKLIN, CHUCK

**Study Session**

PIES 11/25/19

**Division Director**

SIMMONS, SCOTT M.

**Other****Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

mdorgan@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

tprince@spokanecity.org

**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org

jtorres4@brandsafway.com

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Removal and Replacement of Insulation and Cladding at the WTE
<b>Date:</b>	November 25, 2019
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Safety and Community Health/ Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval for insulation removal and replacement services at the WTE, without which, there will be no access for repairs and maintenance to the boilers and other equipment as well as thermal energy losses if insulation is not replaced.
<b>Background/History:</b> During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages.  On October 31, 2019 bidding on PW ITB 5130-19 closed for these insulation services. BrandSafway Services, LLC., of Pasco, WA was the only response received. The bid stipulated that the contract will be for one year with the option of four (4) additional one year periods. The initial term will be from February 1, 2020 through January 31, 2021 with an annual cost of \$100,000.00 including taxes.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract for removal and replacement of insulation and cladding at the WTE per PW ITB 5130-19 of which BrandSafway Services, LLC. of Pasco, WA was the only respondent.</li> <li>Contract will run from February 1, 2020 through January 31, 2021 for a cost of \$100,000.00.</li> <li>Contract may be renewed for four (4) additional one-year periods.</li> <li>Removal of insulation and cladding for boiler walls and other areas is necessary for allowing access during outages.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required:	

Known challenges/barriers:



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **INSULATION SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 1523 East Hillsboro Avenue, Pasco, Washington 99301 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **INSULATION SERVICES; REMOVAL AND REPLACEMENT OF INSULATION AND CLADDING FOR BOILER WALLS AND PIPING AND FABRICATION OF AND INSTALLATION OF REMOVABLE INSULATION BLANKETS, PW ITB 5130-19.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on February 1, 2020, and ends on January 31, 2021 unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, not including applicable taxes, unless modified by a written amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. INDEMNIFICATION. The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

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

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.



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

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

14. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

17. **EXECUTIVE ORDER 11246.**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. 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.

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City

Administrator, no later than five (5) business days after the assignment.

20. 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.

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

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

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

29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**BRANDSAFWAY SERVICES, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
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 Contract:**

Payment/Performance Bond  
Certification Regarding Debarment

19-223

**PAYMENT / PERFORMANCE BOND**

We, BRANDSAFWAY SERVICES, LLC, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **INSULATION SERVICES; REMOVAL AND REPLACEMENT OF INSULATION AND CLADDING FOR BOILER WALLS AND PIPING AND FABRICATION OF AND INSTALLATION OF REMOVABLE INSULATION BLANKETS, PW ITB 5130-19**. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on \_\_\_\_\_.

BRANDSAFWAY SERVICES, LLC,  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)





**Agenda Sheet for City Council Meeting of:**  
12/16/2019

<b><u>Date Rec'd</u></b>	12/2/2019
<b><u>Clerk's File #</u></b>	OPR 2019-1095
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	OK-MA-145-015
<b><u>Requisition #</u></b>	2020 BUDGET
<b><u>Agenda Item Name</u></b>	0680 CONTRACT WITH AXON ENTERPRISES FOR BODY CAMERAS AND TASERS

**Agenda Wording**

Approval of 5-year contract with Axon Enterprises to update body cameras and Tasers to Body Camera 3 and Taser 7, utilizing NASPO Cooperative contract #OK-MA-145-015.

**Summary (Background)**

SPD currently is contracted with Axon Enterprises for the purchase of the Axon Body 2 camera along with site licenses for the uploading of footage. The department also purchases the X26P Taser along with replacement cartridges from Axon.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Expense	\$ 2,804,784.06	# 5902-79115-21250-Various
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KING, KEVIN	<b><u>Study Session</u></b>	Urban Experience 12/9
<b><u>Division Director</u></b>	LUNDGREN, JUSTIN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	SCHMITT, KEVIN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI		
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	STOPHER, SALLY		

## Briefing Paper (Urban Experience Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Contract with Axon Enterprises for body cameras and tasers
<b>Date:</b>	12/09/2019
<b>Contact (email &amp; phone):</b>	Kevin King <a href="mailto:KKing@SPOKANEPOLICE.ORG">KKing@SPOKANEPOLICE.ORG</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of 5-year contract with Axon Enterprises to provide the department with updated body cameras and tasers.
<b>Background/History:</b> SPD currently is contracted with Axon Enterprises for the purchase of the Axon Body 2 camera along with site licenses for the uploading of footage. The department also purchases the X26P taser along with replacement cartridges from Axon.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Body cameras and site licenses are currently purchased under contract OPR 2013-0689</li> <li>2019 annual amount will total \$376k for 270 cameras and licenses</li> <li>Tasers and cartridges are purchased as needed for an annual cost of \$60k-70k</li> <li>New contract would combine cameras and tasers into a bundle and upgrade the department to the Taser 7 and Axon Body 3 camera</li> <li>5-year contract totals including tax \$2,804,784 (\$561k annual average)</li> <li>Estimated annual increase of \$115k compared to current contract</li> <li>Contract acceptance before year-end is required in order to recognize \$348k in credits</li> <li>Funded through SPD SIP Loan</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# AXON

**Spokane Police Dept. - WA**

**AXON SALES REPRESENTATIVE**

Chris Neubeck

602-708-0074

[cneubeck@axon.com](mailto:cneubeck@axon.com)

**ISSUED**

11/22/2019



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-226160-43791.677TC**

Issued: 11/22/2019

Quote Expiration: 12/15/2019

Account Number: 446518

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Kevin King  
Spokane Police Dept. - WA  
1100 W. Mallon Avenue  
Spokane, WA 99260  
US

**BILL TO**

Spokane Police Dept. - WA  
1100 W. Mallon Avenue  
Spokane, WA 99260  
US

**SALES REPRESENTATIVE**

Chris Neubeck  
Phone: 602-708-0074  
Email: cneubeck@axon.com  
Fax: (480) 658-0629

**PRIMARY CONTACT**

Kevin King  
Phone: (509) 477-5980  
Email: kking@spokanepolice.org

**Year 1 - TAP Replacement**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	275	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	35	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	35	42.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	35	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	270	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	270	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	270	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	270	0.00	0.00	0.00
<b>Other</b>					
71019	NORTH AMERICA POWER CORD	35	0.00	0.00	0.00
Subtotal					0.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					0.00

**Year 1 - OSP 7**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	275	0.00	0.00	0.00

## Year 1 - OSP 7 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	11,000	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	275	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	275	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: 1 YEAR PAYMENT	275	180.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	275	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	275	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	330	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	330	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	113	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	3	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	3	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	22	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	22	0.00	0.00	0.00
73661	UNLIMITED AXON BODY 3 TRUE UP PAYMENT	225	400.00	0.00	0.00
73661	UNLIMITED AXON BODY 3 TRUE UP PAYMENT	15	450.00	0.00	0.00
73661	UNLIMITED AXON BODY 3 TRUE UP PAYMENT	30	950.00	0.00	0.00

## Year 1 - OSP 7 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
73202	AXON BODY 3 - NA10	5	699.00	699.00	3,495.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	5	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	5	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	5	0.00	0.00	0.00
73300	5 Year Officer Safety Plan AB3 Camera	5	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	162	0.00	0.00	0.00
<b>Other</b>					
73450	OFFICER SAFETY PLAN 7	275	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	275	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR	275	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	275	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,419.43	390,343.25
<b>Services</b>					
85144	AXON STARTER	1	2,750.00	0.00	0.00
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	17,000.00	0.00	0.00
				Subtotal	415,438.25
				Estimated Tax	36,974.01
				Total	452,412.26

## Year 1 - T7 Certification

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	48	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	48	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00

## Year 1 - T7 Certification (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	48	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	48	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	57	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	57	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	48	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	2	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
<b>Other</b>					
20144	TASER 7 CERTIFICATION PLAN	48	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	48	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	48	720.00	720.00	34,560.00
Subtotal					34,560.00
Estimated Tax					3,075.84
Total					37,635.84

## Spares - OSP 7 / T7 CERTIFICATION

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	10	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	9	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	9	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	9	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	9	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	9	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

## Year 1 - Trade-In SKU's

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	322	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

## Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80053	AXON AUTO TAGGING SERVICE ADD-ON: 2 YEAR PAYMENT	275	180.00	0.00	0.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
<b>Hardware</b>					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00



## Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
<b>Other</b>					
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,728.11	475,230.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	48	720.00	720.00	34,560.00
				Subtotal	531,390.25
				Estimated Tax	47,293.74
				Total	578,683.99

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80054	AXON AUTO TAGGING SERVICE ADD-ON: 3 YEAR PAYMENT	275	180.00	0.00	0.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
<b>Hardware</b>					
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	35	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00

### Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
<b>Other</b>					
73309	AXON BODY CAMERA REFRESH ONE	275	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,728.11	475,230.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	48	720.00	720.00	34,560.00
				Subtotal	531,390.25
				Estimated Tax	47,293.74
				Total	578,683.99

### Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80055	AXON AUTO TAGGING SERVICE ADD-ON: 4 YEAR PAYMENT	275	180.00	0.00	0.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
<b>Hardware</b>					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00

## Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
<b>Other</b>					
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,728.11	475,230.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	48	720.00	720.00	34,560.00
				Subtotal	531,390.25
				Estimated Tax	47,293.74
				Total	578,683.99

## Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80056	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR PAYMENT	275	180.00	0.00	0.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	120	180.00	180.00	21,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,200	0.00	0.00	0.00
<b>Hardware</b>					
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	35	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	550	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	550	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	550	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	96	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	96	0.00	0.00	0.00

## Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	96	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	96	0.00	0.00	0.00
<b>Other</b>					
73310	AXON BODY CAMERA REFRESH TWO	275	0.00	0.00	0.00
73452	OFFICER SAFETY PLAN 7 ANNUAL PAYMENT	275	1,788.00	1,728.11	475,230.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	48	720.00	720.00	34,560.00
				Subtotal	531,390.25
				Estimated Tax	47,293.74
				Total	578,683.99
<b>Grand Total</b>					<b>2,804,784.06</b>

## Discounts (USD)

Quote Expiration: 12/15/2019

List Amount	3,377,820.00
Discounts	802,260.75
<b>Total</b>	<b>2,575,559.25</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - TAP Replacement	0.00
Year 1 - OSP 7	452,412.26
Year 1 - T7 Certification	37,635.84
Spares - OSP 7 / T7 CERTIFICATION	0.00
Year 1 - Trade-In SKU's	0.00
Year 2	578,683.99
Year 3	578,683.99
Year 4	578,683.99
Year 5	578,683.99
<b>Grand Total</b>	<b>2,804,784.06</b>

## Notes

Agency has existing contract #00012356 and #00017459 (originated via Q-99399 and Q-137661 respectively) and is terminating that contract upon the new license start date (1/1/2020) of this quote.

Contingent on payment of SI-1602794 and SI-1614194, the parties agree that Axon is granting a refund of \$222,269.00 (applied to Year 1 licenses) to refund paid, but undelivered services. Axon is also granting a credit of \$14,980.00 (applied to Year 1 licenses) for trade-in of CEW hardware. These discounts are based on a ship date range of 12/1/2019-12/15/2019, resulting in a 1/1/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and dock hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contracts #00012356 and #00017459. All TAP obligations from these contracts will be considered fulfilled upon execution of this quote. This refreshed hardware, along with new body-worn camera hardware, will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60 month marks of this new contract.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Chris Neubeck at [cneubeck@axon.com](mailto:cneubeck@axon.com) or fax to (480) 658-0629

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

## ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Spokane Police Department ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues for 5 years unless terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.
- 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4 **Pricing.** Agency may purchase additional products and services on the Quote at the pricing on the Quote for up 60 months from the Effective Date for 50 additional officers, in order to account for Agency's projected growth. Any additional purchase made under this section will be co-termed with the original licenses purchased in the Quote. A true-up fee may apply to co-termed licenses.
- 5 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
- 6 **Shipping.** Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
- 7 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 8 **Warranty.**



**8.1 Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

**8.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

**8.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("Spare Devices"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

**8.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

**8.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**8.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 9 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 10 **Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.
- 11 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section

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as soon as reasonably practicable.

**17.3 By Agency.** The Agency entered into this Agreement through NASPO cooperative contract OK-MA-145-015 ending 1/3/2021. Continuation of this agreement past this date is contingent upon a new or renewed competitive purchase arrangement. Unless terminated under this section, Agreement will continue and all terms and conditions including pricing will remain in effect through the term of this Agreement.

**17.4 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the five years from the Effective Date for any reason, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

**18 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

**19 General.**

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization,



## Master Services and Purchasing Agreement

or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

- 19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

### Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Spokane Police Department

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**Axon Cloud Services Terms of Use Appendix**

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**1 Definitions.**

**"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**2 Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

**3 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

**4 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

**5 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**6 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and

Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8 **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption



or errors before Agency uploads data to Axon Cloud Services.

- 12**     **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.**   copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 12.2.**   reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 12.3.**   access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4.**   use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 12.5.**   access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 12.6.**   remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 12.7.**   use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 13**     **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 14**     **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15**     **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 16**     **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



## Master Services and Purchasing Agreement

### Professional Services Appendix

1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

**Archival of CEW Firing Logs**

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

**Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

3 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("Installation Site") per the environmental specifications in the Device User Documentation. Following installation, Agency





## Master Services and Purchasing Agreement

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must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

- 8 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 9 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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**Technology Assurance Plan Appendix**

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. (“**TAP Term**”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“**OSP Standard**”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera (“**BWC**”) and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“**OSP Term**”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“**OSP 7**”) and Officer Safety Plan 7 Plus (“**OSP 7 Plus**”) include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

An “Update” is a generally available release of Axon Records that Axon makes available from time to time. An Upgrade includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

- 5 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased deployments, each phase has its own start and end date based on the phase’s first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date (“**OSP 7 Term**”).

- 6**     **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7**     **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.
- 8**     **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9**     **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 10**    **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11**    **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 11.1.**    TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
  - 11.2.**    Axon will not and has no obligation to provide the Upgrade Models.
  - 11.3.**    Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1**     **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2**     **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 3**     **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4**     **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5**     **Trade-in.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 6**     **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 7**     **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices

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during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

- 8**     **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 9**     **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 9.1.**     TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 9.2.**     Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 9.3.**     Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

**Axon Auto-Tagging Appendix**

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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**Axon Aware Appendix**

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.

**PARTICIPATING ADDENDUM  
NASPO ValuePoint**

**FOR PUBLIC SAFETY VIDEO EQUIPMENT**

Administered by the State of Oklahoma (hereinafter "Lead State")

**MASTER AGREEMENT**

**Master Agreement No: OK-MA-145-015**

**Axon Enterprise, Inc.**  
(hereinafter "Contractor")

and

**State of Washington**  
(hereinafter "Participating State")

**Washington Master Contract No.: 06316**

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 Axon Enterprise, Inc., a Delaware Corporation ("Contractor") and is dated and effective as of January 25, 2017.

1. **SCOPE:** This Participating Addendum covers the following Public Safety Video Equipment Contract Bands led by the State of Oklahoma 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.

- Band 1 – Body Cameras
- Band 2 – Dash Cameras
- Band 3 – Video Storage and Management

2. **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.

### 3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

- 3.1. **COMPLIANCE WITH IT SECURITY POLICIES:** Contractor shall establish IT security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with applicable industry standards and guidelines. Contractor shall comply with Purchasing Entity's IT security policies as applicable to a Purchasing Entity's Order. Prior to final execution of any Washington State Agencies' Order with the Contractor, the Contractor's solution, as implemented by the Washington State Agency, may be subject to a security design review to ensure compliance with Office of the Chief Information Officer (OCIO) Policy 141.10 - Securing Information Technology Assets Standards located at <https://ocio.wa.gov/policies>.
- 3.2. **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 <https://fortress.wa.gov/ga/webcust/home.html>. 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.
- 3.3. **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](#).
- 3.4. **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' [Contract Sales Reporting System](#). 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:

<b>For Calendar Quarter Ending</b>	<b>Contract Sales Report Due</b>
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March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.5. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) 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 .0150.

- (b) 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.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
- This Washington Master Contract No.: 06316
  - The NASPO Master Agreement No.: **OK-MA-145-015**
  - 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.
- (d) 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.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) 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.

3.6. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through

a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

- (b) **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of the Participating Addendum for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and any Purchaser hereunder similarly may suspend or terminate its use of the Participating Addendum and/or any agreement entered into pursuant to this Participating Addendum.

- 3.7. **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. **LEASE AGREEMENTS:** Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<b>Axon Enterprise, Inc.</b>	<b>Participating State</b>
Axon Enterprise, Inc. 17800 B, 85 <sup>th</sup> Street Scottsdale, AZ 95255	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Legal Tel: 480-905-2000 Email: <a href="mailto:Contracts@axon.com">Contracts@axon.com</a>	Attn: Marci Disken Tel: (360) 407-9405 Email: <a href="mailto:marci.disken@des.wa.gov">marci.disken@des.wa.gov</a>

6. **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.

7. **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) **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.

- (d) 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  
DEPARTMENT OF ENTERPRISE SERVICES**

By: Smith, Scott (DES)  
Scott Smith  
Its: IT Procurement Manager

Digitally signed by Smith, Scott (DES)  
DN: dc=icl, dc=wa, dc=ECient, ou=A-Prod, ou=A-  
Accounts, ou=Internal, ou=DES, cn=Smith, Scott (DES),  
email=scott.smith@des.wa.gov  
Date: 2018.10.12 11:40:14 -0700

**AXON ENTERPRISE, INC.,  
A DELAWARE CORPORATION**

By: DocuSigned by:  
0D46C31572AD4DF...  
Josh Isner  
Its: Chief Revenue Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/05/2019

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Lexington Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES****CERTIFICATE NUMBER:** 570075011580**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			023627605 GL excluding Products SIR applies per policy terms & conditions	02/01/2019	02/01/2020	EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	Excluded
	<input checked="" type="checkbox"/> see Prod Liab info att'd						MED EXP (Any one person)	Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$10,000,000
	OTHER: Xc1 Prod/Comp Ops						PRODUCTS - COMP/OP AGG	Excluded
							Per Occ SIR	\$1,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	
	<b>EXCESS LIAB</b>						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	N / A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

Axon Enterprise, Inc. 17800 N. 85th St. Scottsdale AZ 85255 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>

Certificate No : 570075011580



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570075011580			
CARRIER See Certificate Number: 570075011580	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

### Products Liability Schedule

Products/Completed Operations Coverage  
 2/1/2019 - 2/1/2020:

Policy #034064091  
 Lexington Insurance Company  
 Claims Made Coverage Form  
 \$10,000,000 Each Occurrence Limit  
 \$10,000,000 Products/Completed Operations Aggregate Limit  
 \$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092  
 Lexington Insurance Company  
 Occurrence Coverage Form  
 \$10,000,000 Each Occurrence Limit  
 \$10,000,000 Products/Completed Operations Aggregate Limit  
 \$ 5,000,000 Per Occurrence Self Insured Retention



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/01/2019

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.

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<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Hartford Fire Insurance Co.	
	<b>INSURER B:</b> Hartford Casualty Insurance Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES****CERTIFICATE NUMBER:** 570078643298**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	<b>AUTOMOBILE LIABILITY</b>			59 UEN FN6060	09/30/2019	09/30/2020	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)
							\$1,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE
	<b>EXCESS LIAB</b>						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			59WEAC056D	09/27/2019	09/27/2020	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT
							\$1,000,000
							E.L. DISEASE-EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE-POLICY LIMIT
							\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

Axon Enterprise, Inc. 17800 N. 85th St. Scottsdale AZ 85255 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>

Certificate No : 570078643298





# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570078643298			
CARRIER See Certificate Number: 570078643298	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

### Participating WC/EL Insurance Companies

- Twin City Fire Ins. Co. [AL, CO, FL, IL, IN, LA, ME, MI, MN, MT, ND, NE, NH, NM, NV, OH, OK, PA WA]
- Hartford Underwriters Ins. Co. [AR, DC, GA, MO, NC, NJ, NY, OR, TN, UT]
- Property & Casualty Ins. Co of Hartford [MD, VA]
- Hartford Insurance Company of the Midwest [CT]
- Hartford Accident and Indemnity Insurance Company [MA]
- Hartford Lloyds Ins. Co. [TX]
- Sentinel Ins. Co. [CA]



# Agenda Sheet for City Council Meeting of: 12/16/2019

<b><u>Date Rec'd</u></b>	11/27/2019
<b><u>Clerk's File #</u></b>	OPR 2019-1096
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	NEIGHBORHOOD & BUSINESS SERVICES
<b><u>Contact Name/Phone</u></b>	CARLY CORTRIGHT 625-6263
<b><u>Contact E-Mail</u></b>	CCORTRIGHT@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	0450 - SPOKANE ARTS FUND AND ARTS COMMISSION MOU

## **Agenda Wording**

New Memorandum of Understanding (MOU) with Spokane Arts Fund and Arts Commission regarding art services.

## **Summary (Background)**

This is a new five year MOU starting January 1, 2020 through December 31, 2024 with Spokane Arts that replaces the previous MOU and addendums. Funding source is from 33% of prior calendar year's admission tax received by City.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Expense	\$ \$338,540 in 2020	# 5900-53210-73200-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUVALL, MEGAN	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	DUVALL, MEGAN	<b><u>Other</u></b> Urban Experience 12-9
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	PICCOLO, MIKE	korlob@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	cbrazington@spokanecity.org
<b><u>Additional Approvals</u></b>		melissa@spokanearts.org
<b><u>Purchasing</u></b>		ccortright@spokanecity.org

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood & Business Services
<b>Subject:</b>	Arts Contract
<b>Date:</b>	11/18/19
<b>Contact (email &amp; phone):</b>	Carly Cortright <a href="mailto:ccortright@spokanecity.org">ccortright@spokanecity.org</a> 625-6263
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Carly Cortright
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Urban Experience
<b>Deadline:</b>	12/31/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of contract
<p><u>Background/History:</u></p> <p>The City of Spokane and Spokane Arts have had a contract since 2012 once the City's Art Department was eliminated due to budget cuts. Since that original contract, there have been several amendments that have incorporated changes to the funding source and requirements of Spokane Arts in terms of deliverables.</p> <p>This new contract incorporates those amendments into one document. It is also a 5 year contract. Funding for this contract remains 33% of the prior full year's admissions tax revenue received by the City per SMC 08.03.122. Other notable changes were a streamlining of deliverables (Financial management policy for pass through grant management, annual budget and work plan, quarterly performance reports, and a financial review engagement by a qualified third party at least once during the contract period) and requiring insurance for art in Chase Gallery to be provided by Spokane Arts.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Contract replaces prior contract and amendments (but incorporates those into a new contract)</li> <li>New contract is for 5 years</li> <li>Funding is 33% of prior full year's admissions tax revenue</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SPOKANE AND SPOKANE ARTS COMMISSION AND SPOKANE ARTS FUND

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and the SPOKANE ARTS COMMISSION, organized pursuant to chapter 4.05 of the Spokane Municipal Code, located at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("Spokane Arts Commission"); and the SPOKANE ARTS FUND, a non-profit corporation, located at P.O. Box 8737, Spokane, Washington 99203-0737 904, ("Spokane Arts Fund").

WHEREAS, for the general purpose of providing a structure within local government to promote and enhance the quality, accessibility and presence of the arts in Spokane, the City established the Spokane Arts Commission, to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters relating to the quality of life of Spokane arts audience members, artists, arts organizations, arts businesses and to advise the City in planning for and creating, maintaining and promoting works of public art.

WHEREAS, the Spokane Arts Fund was formed to be a fund-raising arm of the Arts Department and the Spokane Arts Commission, and

WHEREAS, due to funding cuts, the City is eliminating the Arts Department, but still wants to promote and enhance the quality, accessibility and presence of the arts in Spokane; -- Now, Therefore,

The parties agree as follows:

### 1. SPOKANE ARTS COMMISSION MISSION AND GOALS.

- A. The intent of the Spokane Arts Commission is to promote and enhance the quality, accessibility and presence of the arts in Spokane as set forth in chapter 4.05 of the Spokane Municipal Code.
- B. The goals of the Spokane Arts Commission are to:
  - 1) be a community leader in the identification of issues affecting the arts in the community;
  - 2) serve as an advocate for and promoter of art in all disciplines, artists, arts organizations, arts business and the arts audience and to work toward improvement in arts policies;
  - 3) increase access to the arts in the community through the creation of public art, Chase Gallery and the development of community events such as First Friday, Visual Arts Tour and through the marketing of the arts through [www.spokanearts.org](http://www.spokanearts.org) and other promotions,

- 4) strengthen links between arts organizations, arts business and artists through convening and training activities, and
  - 5) strengthen the artists, arts organizations and arts businesses through programs, initiatives and resources.
2. SPOKANE ARTS FUND REPRESENTATIONS. The Spokane Arts Fund represents and acknowledges the following with regard to its operation, creation and purposes:
  - A. The Spokane Arts Fund was created and operated primarily in support of the Spokane Arts Commission's vision and mission and goals. Its work will be compatible with these goals pursuant to this Memorandum after its effective date and will continue through the term of the Memorandum.
  - B. Spokane Arts represents the joint efforts of the 501©3 Spokane Arts Fund and the City of Spokane's Arts Commission, working together to amplify Spokane as the cultural hub and catalyst for the Inland Northwest through arts leadership, advocacy, networking, and support. Spokane Arts implements regular programing and awards grants to community based arts organizations and individuals.
  - C. The Spokane Arts Fund will operate as a private legal entity separate from the City and the Spokane Arts Commission.
  - D. The Spokane Arts Fund will use sound fiscal and auditing procedures.
  - E. The Spokane Arts Fund will maintain status as a tax-exempt, charitable organization under state and federal income tax laws to ensure that gifts and bequests received may qualify as deductible, charitable contributions for the donor.
3. TERM. This Memorandum shall take effect January 1, 2020 and shall terminate on December 31, 2024. It is the intent of the parties to continue this Memorandum in future years, subject to funding allocations. This Memorandum may be terminated earlier, by mutual consent of all parties. In the event of termination, the Spokane Arts Fund shall provide the City with an accounting of all funds in its possession and transfer those receipts related to this Memorandum, along with any restrictions thereon, to the City of Spokane.
4. RESPONSIBILITIES.
  - A. A SPOKANE ARTS FUND.
    - 1) Continue to utilize the Percent for Art Guidelines (chapter 7.06 SMC), Municipal Arts Plan (City policy ADMIN 0014-07-01), Sculpture Walk (City policy

ADMIN 0014-11-02), Wall Street Sculpture (City policy ADMIN 0014-07-04) and Chase Gallery (City policy ADMIN 0014-11-05); and other administrative policies to guide the process for selecting, purchasing, commissioning, placing, accessioning, deaccessioning artwork as purchased through the Percent for Art program or through donations as guided by the Municipal Arts Plan. Percent for Art shall be managed by the Spokane Arts Fund under separate, individual contract(s) with the City as new construction occurs (The Spokane Arts Fund reserves the right to negotiate for additional funds).

- 2) Continue to work with City departments to explore public art opportunities beyond the Percent for Art Guidelines, guided by the policies set forth in subsection 1) above.
- 3) Maintain exhibition space in the Chase Gallery at City Hall for four (4) to six (6) shows per year under the direction of the Exhibiting Committee of the Spokane Arts Commission and the Spokane Arts Fund.
- 4) Continue to participate in the joint approval policy for art work in the Spokane Sculpture Walk according to adopted policies set forth in subsection 1) above.
- 5) Continue to advise governments and developers on the development of public art programs. Provide advisory support to gateways and public art in and near to downtown including the artist database, prospectus and art selection.
- 6) Continue to develop public art education programs for schools, tourism and the general public.
- 7) Work with the City Street Department to place art in the public right of way, temporarily or permanently.
- 8) Continue the operation of the public murals program in collaboration with Downtown Spokane Partnership and other community partners.
- 9) Coordinate and focus equitable cultural development through policy making initiation of new partnerships and exercise of leadership; plan for wise stewardship of cultural resources and seek to incorporate an arts agenda into regional economic development, education and development strategies.

10) Develop marketing materials for performing and visual arts organizations, galleries in downtown including [www.spokanearts.org](http://www.spokanearts.org) and printed guides/brochures. To the extent provided in existing artwork contracts, the City will allow copyright permission for all City-owned artwork for use in the marketing materials.

11) Deliverables

- a. Financial management policy for pass through grant management
- b. Annual budget and work plan, delivered to the City on or before January 30 of each fiscal year
- c. A financial review engagement by a qualified third party at least once during the contract period

B. CITY.

- 1) The Director of Neighborhood and Business Services acts as staff representative for day-to-day administrative functions as they relate to the Memorandum.
- 2) A City Council member will be appointed as liaison to the Spokane Arts Commission and will serve as a board member to the Spokane Arts Fund.
- 3) Keep a commitment to public art in City ordinances. Utilize the Spokane Arts Fund in an advisory capacity for art selection / de-accession.
- 4) Manage and maintain City-owned art.
- 5) Maintain the Percent for Art program and contract with the Spokane Arts Fund for management of the program.
- 6) Chase Gallery.
  - a) Maintain exhibition space in the Chase Gallery at City Hall for four (4) to six (6) shows per year under the advisory direction of the Exhibiting Committee of the Spokane Arts Commission / Spokane Arts Fund.
  - b) Provide security and staffing for First Friday, First Night and other events related to the Chase Gallery program at cost to the City.
  - c) Provide access to meeting facilities and use of the City Council Chambers without charge for programs related to the Chase Gallery.

- d) Provide access and space in the closet adjacent to the Chase Gallery for tool and pedestal storage and event preparation.
- 7) Maintain insurance for volunteers working in/on City property or the right of-way for the installation of art works in the gallery, events, and for care of the art collection owned by or displayed by the City of Spokane.
- 8) Provide the Spokane Arts Fund assistance in activities at the discretion of the Mayor or designee, and consistent with what is permitted under state and federal law.

## 5. FUNDING.

- A. The City shall provide annual funding support over the term of the Memorandum to the Spokane Arts Fund, as fiscal agent, as follows:
  - 1) The City will pay Spokane Arts Fund each year of this contract an amount equal to 33% of the prior full year's admissions tax revenue received by the City per SMC 08.03.122.
- B. Public art allocations through Percent for Art or other City funding sources will be in addition to the above and will be invoiced and paid separately by the City or City department.
- C. Acceptable expenditures of City funds to deliver the services outlined in this scope of services may include operational expenditures, program administration, and program materials. The services also include distribution of funds through the Spokane Arts Grants Awards (SAGA) and contract funds for the Grants Administrator. The SAGA Selection Panel is appointed by the Board of Directors and is responsible to vote and select qualified applicants to receive funds. The SAGA committee, comprised of one or more representative(s) from the Board of Directors, the Grants Administrator, and the Executive Director, is responsible to monitor and oversee grant-making related policy matters involving the Spokane Arts Fund, to promote advocacy of the Spokane Arts Fund grants which are funded through the Admissions Tax Ordinance, promote partnership with the community, and monitor how the Spokane Arts Fund grant-making activities and practices affect its public reputation. The funds may also be used as match dollars for third-party grants that support the services identified in this scope of service. Additionally, funds may be used to grow the capacity of Spokane Arts Fund through



donor development, grant writing or any expense that can be demonstrated to sustainably increase SAF revenues from non-government sources.

6. **PAYMENT.** The Spokane Arts Fund shall submit quarterly applications for payment to the Department of Neighborhood and Business Services, Administration Office, Third Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment shall be made within thirty (30) days of receipt of payment application.
7. **REPORTS.**
  - A. The Spokane Arts Fund shall provide the City with a quarterly performance report to include a recap of activities and a financial report.
  - B. **Quarterly Reports:** Quarterly reports required by this contract will include a minimum of a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones for the next quarter. Quarterly reports will include a cover letter narrative description about:
    1. How Spokane Arts Fund utilized City funding to achieve outcomes detailed in the scope of services;
    2. Significant events, programs and activities having occurred in the past quarter and planned in the upcoming quarter; and
    3. Description of how City funds were leveraged to pursue additional funding/investment in the arts or achieved in-kind art services.
  - C. Financial Statements with director narrative (items of note, significant variances in planned to actual spending)
  - D. Quarterly communication about subrecipient project status
  - E. The Spokane Arts Fund shall annually in the fall of each calendar year of this Memorandum, make a presentation to the City Council of their activities.
8. **ACCOUNTABILITY AND STEWARDSHIP.** As the parties want to maintain the highest levels of accountability and stewardship, they agree to share information with the each other as reasonably requested, develop reporting processes and institute compliance and auditing procedures that ensure programs are successfully provided, donated funds are accounted for, and expenditures are made in accordance with donors' wishes. The Spokane Arts Commission and the Spokane Arts Fund shall provide at the start of each calendar year a current list of their officers and directors to the City.

9. DONATIONS TO ARTS FUND.

A. DONOR COMMUNICATION. The Spokane Arts Commission and the Spokane Arts Fund agree to make the following clear to prospective donors:

- 1) The Spokane Arts Fund is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the Spokane Arts Fund,
- 2) Responsibility for governance of the Spokane Arts Fund, including investment of gifts and endowments, resides with the Spokane Arts Fund Board in a manner consistent with the policies in Section 4(a)(1) above.. In the incidence of bequests to the Spokane Arts Commission, the City agrees to transfer the gifted assets from the Spokane Arts Commission to the Spokane Arts Fund subject to donor approval.
- 3) Gifts made for a designated purpose will be dedicated in their entirety to that purpose unless it is specifically stated that an administrative charge will be applied.

B. CONDITIONS OF GIFT ACCEPTANCE, The Spokane Arts Fund agrees that in accepting gifts of all kinds, it will:

- 1) Ensure that gifts designated for specific purposes are in compliance with the Spokane Arts Commission and Spokane Arts Fund's mission and goals.
- 2) Ensure that gifts are promptly reported to and approved for acceptance by the Spokane Arts Fund Board.
- 3) Coordinate its funding goals, programs and campaigns with the Spokane Arts Fund.
- 4) Require that for any gift, grant, or contract that includes a financial or contractual obligation binding upon the City, it must have prior concurrence in writing from the Mayor or Mayor's designee.

## 10. FINANCIAL PROCEDURES.

A. STANDARDS. The Spokane Arts Fund will hold and invest endowments and funds functioning as endowments on a long-term basis. For this purpose, it should ensure that the following standards are applied:

- 1) PRUDENT PRACTICES. In general, Spokane Arts Fund investment procedures should be conducted in accordance with applicable state law, prudent, sound practices to ensure that gift assets are protected and enhanced, that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the Spokane Arts Fund's Board. The investments must be consistent with the terms of the gift instrument.
- 2) ADMINISTRATION OF INCOME. Income from investments, net of administration fees, should be administered in accordance with pertinent Spokane Arts Fund policies.
- 3) ANNUAL REPORT. The Spokane Arts Fund shall also prepare an annual Financial report to the City that summarizes the fiscal status of the Spokane Arts Fund. The City and the Spokane Arts Fund shall provide each other with other reports as may be necessary to ensure proper financial oversight.

B. FINANCIAL STATEMENTS. The Spokane Arts Fund shall maintain financial records in accordance with generally accepted accounting principles.

C. INSPECTION OF SPOKANE ARTS FUND RECORDS. Because private funds are raised to support public projects, the Spokane Arts Fund will permit, on reasonable notice, authorized City officials or their designees to inspect all Spokane Arts Fund books and records relating to this Memorandum, except to the extent the inspection violates rights to privacy or confidential donor information.

D. COMPLIANCE REVIEW. The City may conduct periodic compliance reviews of the use of donated funds. Their purpose will be to ensure that dispositions of donated funds have complied with the purposes and restrictions set forth by the donors and/or the Spokane Arts Fund. The scope of the review and extent of testing will be mutually agreed upon in advance by the City and the Spokane Arts Fund. A written report of the results of the review shall be provided to the Spokane Arts Commission Spokane Arts Fund

## 11. LIABILITY.

- A. The Spokane Arts Fund shall indemnify and hold harmless the City, its officers and employees, and the Spokane Arts Commission from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Arts Fund in performance / non-performance of this Memorandum, except for claims arising from the negligence of the City, its officers and employees or the Spokane Arts Commission. The Spokane Arts Fund's liability shall be limited to the maximum amounts of insurance coverage in section 12.
- B. The City (also including the Spokane Arts Commission) shall indemnify and hold harmless the Spokane Arts Fund, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the City or the Spokane Arts Commission in performance / nonperformance of this Memorandum, except for claims arising from the negligence of the Spokane Arts Fund. This indemnification includes all negligent acts or omissions occurring before January 1, 2013.

## 12. INSURANCE. During the term of the Memorandum, the Spokane Arts Fund shall maintain in force at its own expense, the following types and amounts of insurance:

- A. 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 agents, officers and employees are Additional Insureds but only with respect to the Spokane Arts Fund's services to be provided under this Memorandum; and
- B. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.
- C. Appropriate insurance for art exhibits and pieces displayed in the Chase Gallery.
- D. 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 Spokane Arts Fund or its insurer(s) to the City. As evidence of the insurance coverage's required by this Memorandum, the Spokane Arts Fund shall furnish an acceptable insurance certificate to the City at the time the Spokane Art Fund returns the signed Memorandum.

13. ENTIRE AGREEMENT. This Memorandum represents the parties' entire agreement with respect to the matters specified herein.
14. GOVERNING LAW AND VENUE. This Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue for any actions arising under this Memorandum shall be in the County of Spokane, Washington.
15. SEVERABILITY. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.
16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
17. 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 Memorandum 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 this Memorandum.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Dated: \_\_\_\_\_

SPOKANE ARTS COMMISSION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

SPOKANE ARTS FUND

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

12/16/2019

Date Rec'd

12/11/2019

Clerk's File #

CPR 2019-0002

Renews #Submitting Dept

ACCOUNTING

Cross Ref #Contact Name/Phone

LEONARD DAVIS 625-6028

Project #Contact E-Mail

LDAVIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Claim Item

Requisition #Agenda Item Name

5600-CLAIMS-2019

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/6/19.  
Total: \$6,721,462.13 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$5,407,705.01

Summary (Background)

Pages 1-40 Check numbers: 566942 - 567180 ACH payment numbers: 72126 - 72419 On file for review in City Clerks Office: 40 Page listing of Claims

Fiscal Impact

Grant related?

Budget Account

Public Works? NO

Expense \$ 5,407,705.01

# Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study SessionDivision Director

STOPHER, SALLY

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 50

APPROVAL FUND SUMMARY

DATE: 12/09/19  
TIME: 07:55  
PAGE: 1

FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	672,415.28
1100	STREET FUND	114,114.99
1200	CODE ENFORCEMENT FUND	12,726.29
1300	LIBRARY FUND	34,299.96
1380	TRAFFIC CALMING MEASURES	145.41
1400	PARKS AND RECREATION FUND	48,565.06
1450	UNDER FREEWAY PARKING FUND	8,900.24
1460	PARKING METER REVENUE FUND	18,442.82
1510	SPOKANE REG EMERG COM SYS	767.53
1560	FORFEITURES & CONTRIBUTION FND	22,330.41
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,177.56
1630	COMBINED COMMUNICATIONS CENTER	6,967.19
1640	COMMUNICATIONS BLDG M&O FUND	1,923.67
1680	CD/HS OPERATIONS	10,686.46
1695	CDBG REVOLVING LOAN FUND	133.50
1970	FIRE/EMS FUND	112,093.48
3200	ARTERIAL STREET FUND	19,828.73
4100	WATER DIVISION	174,410.00
4250	INTEGRATED CAPITAL MANAGEMENT	57,457.32
4300	SEWER FUND	170,040.19
4480	SOLID WASTE FUND	568,894.69
4600	GOLF FUND	4,665.10
4700	DEVELOPMENT SVCS CENTER	34,876.26
5100	FLEET SERVICES FUND	229,918.31
5110	FLEET SVCS EQUIP REPL FUND	61.75
5200	PUBLIC WORKS AND UTILITIES	13,259.26
5300	IT FUND	70,952.29
5310	IT CAPITAL REPLACEMENT FUND	2,580.83
5400	REPROGRAPHICS FUND	3,140.25
5500	PURCHASING & STORES FUND	26,925.29
5600	ACCOUNTING SERVICES	21,000.64
5700	MY SPOKANE	5,000.78
5750	OFFICE OF PERFORMANCE MGMT	3,089.67
5800	RISK MANAGEMENT FUND	21,531.81
5810	WORKERS' COMPENSATION FUND	3,493.32
5820	UNEMPLOYMENT COMPENSATION FUND	593.02
5830	EMPLOYEES BENEFITS FUND	660,894.59
5900	ASSET MANAGEMENT FUND OPS	87,849.92
5901	ASSET MANAGEMENT FUND CAPITAL	17,823.00
6060	EMPLOYEES' RETIREMENT FUND	2,121.85
6070	FIREFIGHTERS' PENSION FUND	32,610.90
6080	POLICE PENSION FUND	22,968.59
6960	SALARY CLEARING FUND NEW	2,086,026.80
TOTAL:		5,407,705.01



REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 50

DATE: 12/09/19  
TIME:  
PAGE: 1

HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/09/19  
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

SISTER CITIES ASSN OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80072255	1,750.08
SPOKANE COUNTY FIRE DIST 10	EXTERNAL TAXES/OPER ASSESSMT ACH PMT NO. - 80072338	57,871.95
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80072256	49,877.33
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80072257	6,134.97
TOTAL FOR 0020 - NONDEPARTMENTAL		115,634.33

## 0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	250.00
JENNIFER ROSE	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80072329	30.15
LUVIMAE P OMANA	LOCAL MILEAGE ACH PMT NO. - 80072347	146.38
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	832.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	787.02
TOTAL FOR 0030 - POLICE OMBUDSMAN		2,045.65

## 0100 - GENERAL FUND

ACTION DRAIN & ROOTER WA LLC PO BOX 18718	PERMIT REFUNDS PAYABLE CHECK NO. - 00567007	150.00
ALEXA FAITH LINDLEY 5932 N LINCOLN ST	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00567153	561.00
ANDREW NAVICKIS PO BOX 141395	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00567152	139.00
CHERIE JEAN DELLOW 7103 N HOGAN ST	DEPOSIT - RESTITUTION CHECK NO. - 00567154	200.00
DANNY SULLIVAN CONST PO BOX 48038	PERMIT REFUNDS PAYABLE CHECK NO. - 00566979	186.62
GENERAL STORE INC 2424 N DIVISION ST	DEPOSIT - RESTITUTION CHECK NO. - 00567158	37.50

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMES DONALD RUSTEN 5301 N ARGONNE LN APT 5	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00567159	500.00
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JAN WENDT 1647 E WABASH	DEPOSIT - RESTITUTION CHECK NO. - 00567157	25.00
JANNA L SCHROEDER 21 N WHITMAN AVE	DEPOSIT - RESTITUTION CHECK NO. - 00567156	25.00
MANSOUR ALANAZI 210 N LINCOLN APT 140	DEPOSIT - RESTITUTION CHECK NO. - 00567155	70.00
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00567168	1,110.32
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00566992	34.25
WA STATE TREASURER	DEPOSIT-STATE BLDG CODE FEE CHECK NO. - 00567176	3,196.50

TOTAL FOR 0100 - GENERAL FUND	-----	6,235.19
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0230 - CIVIL SERVICE

CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80072223	70.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80072293	47.01
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	585.00
JUDITH GILMORE	OTHER MISC CHARGES ACH PMT NO. - 80072213	70.00
KOFF & ASSOCIATES	PROFESSIONAL SERVICES ACH PMT NO. - 80072161	10,005.00
MARK E LINDSEY	OTHER MISC CHARGES ACH PMT NO. - 80072224	70.00
PAMELA DECOUNTER	OTHER MISC CHARGES ACH PMT NO. - 80072209	70.00
RICHARDS, AMBER	OTHER MISC CHARGES ACH PMT NO. - 80072348	49.77
SCOTT A STEPHENS	OTHER MISC CHARGES ACH PMT NO. - 80072218	70.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	2,439.82
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	2,235.68

HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/09/19  
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80072198	59.66
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TOTAL FOR 0230 - CIVIL SERVICE	-----	15,771.94
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## 0260 - CITY CLERK

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	210.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	1,388.46
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	1,355.15
TOTAL FOR 0260 - CITY CLERK		2,953.61

## 0320 - COUNCIL

CANDACE MUMM	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80072346	4.00
DANIELLE COSSEY	PER DIEM CHECK NO. - 00567127	49.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	650.00
KATHERINE M BURKE	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567125	52.85
KATHERINE M BURKE	PER DIEM CHECK NO. - 00567125	49.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80072150	2,500.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80072205	2,500.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	2,685.31
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	2,882.92
TOTAL FOR 0320 - COUNCIL		11,373.08

## 0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ARCHIVESOCIAL INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80072354	11,988.00
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HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/09/19  
PAGE 5

## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DESAUTEL HEGE COMMUNICATIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80072242	11,770.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	505.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	1,964.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	2,115.22

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		28,343.31
0350 - COMMUNITY CENTERS		
MARTIN LUTHER KING JR FAMILY OUTREACH CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80072380	29,166.66
TOTAL FOR 0350 - COMMUNITY CENTERS		29,166.66
0370 - ENGINEERING SERVICES		
ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80072227	69.94
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80072129	27.12
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	3,230.01
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	12,723.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	15,504.32
TOTAL FOR 0370 - ENGINEERING SERVICES		31,554.86
0410 - FINANCE		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	325.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	998.92
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	1,198.12
TOTAL FOR 0410 - FINANCE		2,522.04
HONORABLE MAYOR AND COUNCIL MEMBERS		12/09/19 PAGE 6
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
0430 - GRANTS MANAGEMENT		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	151.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	775.30
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	1,014.50
TOTAL FOR 0430 - GRANTS MANAGEMENT		1,940.80

## 0450 - COMM &amp; NEIGHBHD SVCS DIVISION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	415.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	495.06

TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION	1,010.65
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## 0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80072285	85.21
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	454.38
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	368.30

TOTAL FOR 0470 - HISTORIC PRESERVATION	1,007.89
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## 0500 - LEGAL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	2,200.00
SPOKANE COUNTY CLERK	MISC SERVICES/CHARGES	
	CHECK NO. - 00566944	2.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	9,708.28

HONORABLE MAYOR	12/09/19
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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	10,846.55
YWCA	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80072419	7,752.31

TOTAL FOR 0500 - LEGAL	30,509.14
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## 0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	225.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	907.76
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80072412	1,837.05
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TOTAL FOR 0520 - MAYOR	2,969.81
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0550 - NEIGHBORHOOD SERVICES

GABRIELLE D RYAN	LOCAL MILEAGE	
	ACH PMT NO. - 80072331	18.79

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	75.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	516.84

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	620.49

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	1,231.12
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0560 - MUNICIPAL COURT

COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80072280	108.36

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	1,825.00

PPC SOLUTIONS INC	ALARM/SECURITY SERVICES	
	ACH PMT NO. - 80072326	88.16

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	7,078.12

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	10,422.17

HONORABLE MAYOR	12/09/19
AND COUNCIL MEMBERS	PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VALLEY EMPIRE COLLECTION	CASH OVER/SHORT	
PO BOX 141248	CHECK NO. - 00566984	145.75

WA STATE TREASURER	AUTO THEFT PREVENTION	
	CHECK NO. - 00567176	4,751.54

WA STATE TREASURER	BLOOD/BREATH TEST FEE	
	CHECK NO. - 00567176	128.43

WA STATE TREASURER	DEATH INVESTIGATIONS	
	CHECK NO. - 00567176	175.57

WA STATE TREASURER	HIGHWAY SAFETY	
	CHECK NO. - 00567176	660.93

WA STATE TREASURER	JIS ACCOUNT	
	CHECK NO. - 00567176	12,374.40

WA STATE TREASURER	PSEA (SHB 1869)	
	CHECK NO. - 00567176	18,589.79

WA STATE TREASURER	PSEA3	
	CHECK NO. - 00567176	447.72

WA STATE TREASURER	SCHOOL ZONE SAFETY CHECK NO. - 00567176	122.12
WA STATE TREASURER	SPECIAL ASSESSMENT CHECK NO. - 00567176	34,348.06
WA STATE TREASURER	TRAUMATIC BRAIN INJ/TRAUMA CHECK NO. - 00567176	3,978.99
WA STATE TREASURER	VEHICLE LICENSE FRAUD CHECK NO. - 00567176	9.53
WA STATE TREASURER	WSP HIGHWAY CHECK NO. - 00567176	994.13

TOTAL FOR 0560 - MUNICIPAL COURT		96,248.77
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0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	458.26
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	573.72

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,191.98
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0620 - HUMAN RESOURCES

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	572.26
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	1,841.96
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	2,276.99

TOTAL FOR 0620 - HUMAN RESOURCES		4,691.21
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0650 - PLANNING SERVICES

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80072293	4.97
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	855.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	3,161.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	3,450.27



TOTAL FOR 0650 - PLANNING SERVICES

7,472.03

## 0680 - POLICE

ALL ABOUT TOWING SERVICES	TOWING EXPENSE ACH PMT NO. - 80072266	103.45
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE ACH PMT NO. - 80072268	103.46
AT&T MOBILITY	MOBILE BROADBAND CHECK NO. - 00567123	173.39
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE ACH PMT NO. - 80072274	103.45
B & B TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80072275	129.32
CASCADE ENGINEERING SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072136	1,037.86
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00567126	59.05
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072284	3.04
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80072288	129.32

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80072190	700.00
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80072291	517.30
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80072294	27.14
GALLS LLC	CLOTHING ACH PMT NO. - 80072368	1,257.30
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80072295	1,943.86
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80072295	7,296.59
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80072299	2,247.42
GREATER SPOKANE INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80072300	350.00
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80072301	124.35
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	70,051.11
L N CURTIS & SONS	OPERATING SUPPLIES	

	ACH PMT NO. - 80072310	1,341.54
LANGUAGE LINE SERVICES	INTERPRETER COSTS	
LANGUAGE LINE LLC	ACH PMT NO. - 80072162	41.93
LAURI WEINMANN	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80072164	3,126.00
PAUL GORMAN	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00566967	15.75
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES	
	CHECK NO. - 00566987	170.00
RENEGADE TOWING LLC	TOWING EXPENSE	
	ACH PMT NO. - 80072328	103.46
SHANNON McCANDLESS	OTHER GENERAL GOVT SERVICES	
10605 N WOODRIDGE DR	CHECK NO. - 00566968	25.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES	
	ACH PMT NO. - 80072191	90,433.93
UNITED PARCEL SERVICE	POSTAGE	
	CHECK NO. - 00567141	11.96
US BANK	PER DIEM	
POLICE ADVANCE TRAVEL	ACH PMT NO. - 80072219	4,167.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	41,051.93
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	23,270.22
WA STATE CRIMINAL JUSTICE	REGISTRATION/SCHOOLING	
TRAINING COMMISSION	ACH PMT NO. - 80072342	500.00
WEST CENTRAL COMMUNITY	OPERATING RENTALS/LEASES	
DEVELOPMENT ASSOCIATION INC	ACH PMT NO. - 80072201	441.81
WESTERN STATES POLICE MEDICAL	VEBA MEDICAL SAVINGS-POLICE	
TRUST	CHECK NO. - 00567178	650.00
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE	
	ACH PMT NO. - 80072344	103.46
WYOMING WRECKER LLC	TOWING EXPENSE	
DBA AA ACES TOWING	ACH PMT NO. - 80072345	206.91
YWCA	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80072204	934.20

TOTAL FOR 0680 - POLICE

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252,952.51

0690 - PROBATION SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	795.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	2,747.26

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	3,417.62

TOTAL FOR 0690 - PROBATION SERVICES	6,959.88
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0700 - PUBLIC DEFENDER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	1,325.00
THOMSON WEST	PUBLICATIONS	
WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80072405	60.98
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	6,081.47
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	7,165.64

TOTAL FOR 0700 - PUBLIC DEFENDER	14,633.09
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	247.69
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	304.07

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT	651.76
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0860 - TREASURY SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	285.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	1,164.04
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	1,805.37
WCP SOLUTIONS	OFFICE SUPPLIES	
	ACH PMT NO. - 80072202	89.56

TOTAL FOR 0860 - TREASURY SERVICES	3,343.97
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1100 - STREET FUND

ABM JANITORIAL SERVICES SOUTH	LAUNDRY/JANITORIAL SERVICES	
SOUTH CENTRAL INC dba	ACH PMT NO. - 80072227	131.58
CPM DEVELOPMENT CORP DBA	REPAIR & MAINTENANCE SUPPLIES	

INLAND ASPHALT COMPANY	ACH PMT NO. - 80072308	40,409.58
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	4,661.00
SALT DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00567133	24,836.10
SHANE KELLEY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00567001	72.70
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00567138	15.87
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	20,803.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	23,123.03

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80072221	61.90
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TOTAL FOR 1100 - STREET FUND	-----	114,114.99
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1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	870.00
ROB'S DEMOLITION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80072254	1,359.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80072191	2,904.19
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	3,268.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	3,619.60
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80072198	636.10
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80072198	68.71

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	-----	12,726.29
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	2,265.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	14,958.20
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE ACH PMT NO. - 80072412 17,076.76

TOTAL FOR 1300 - LIBRARY FUND 34,299.96

1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80072273 145.41

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES 145.41

1400 - PARKS AND RECREATION FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX POSTAGE  
ACH PMT NO. - 80072293 4.47

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00567148 4,184.50

US BANK OR CITY TREASURER SOCIAL SECURITY  
EMP BENEFITS ( CITY ) CHECK NO. - 00567172 23,329.31

US BANK TRUST NA RETIREMENT  
OR CITY OF SPOKANE ACH PMT NO. - 80072412 21,046.78

TOTAL FOR 1400 - PARKS AND RECREATION FUND 48,565.06

1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION UTILITY LIGHT/POWER SERVICE  
ACH PMT NO. - 80072272 3,094.58

NORTHWEST INDUSTRIAL SERVICES OPERATING RENTALS/LEASES  
DBA AMERICAN ON SITE SERVICES ACH PMT NO. - 80072269 1,028.00

SPOKANE COUNTY TREASURER CONTRACTUAL SERVICES  
ACH PMT NO. - 80072191 4,777.66

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND 8,900.24

1460 - PARKING METER REVENUE FUND

ACCOUNTING IMPREST FUND OPERATING SUPPLIES  
CHECK NO. - 00566965 4.89

CENTURYLINK TELEPHONE  
CHECK NO. - 00567126 123.73

ICMA RETIREMENT TRUST 457 DEFERRED COMPENSATION-MATCHING  
% FIRST NATIONAL BANK OF MD CHECK NO. - 00567148 560.00

PARKEON INC CONTRACTUAL SERVICES  
DBA FLOWBIRD INC ACH PMT NO. - 80072385 570.00

PROFESSIONAL ACCOUNT CONTRACTUAL SERVICES  
MANAGEMENT LLC ACH PMT NO. - 80072183 10,969.40

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	2,850.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	3,313.68
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES -	50.73

TOTAL FOR 1460 - PARKING METER REVENUE FUND	18,442.82
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1510 - SPOKANE REG EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	301.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	365.93
TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS	767.53	

1560 - FORFEITURES & CONTRIBUTION FND

ABC LEGAL SERVICES INC	LEGAL SERVICES ACH PMT NO. - 80072206	579.00
CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00567140	5,700.00
ICON CORPORATION	BUILDING IMPROVEMENTS ACH PMT NO. - 80072374	15,593.32
NORTH COUNTRY SERVICES LLC	LEGAL SERVICES ACH PMT NO. - 80072383	458.09
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	22,330.41	

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	879.74
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	297.82
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	1,177.56	

1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	472.26
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	

OR CITY OF SPOKANE TREASURER	CHECK NO. - 00567151	561.54
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	2,700.48
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	3,232.91

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	6,967.19
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1640 - COMMUNICATIONS BLDG M&O FUND

FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80072152	110.16
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00567166	1,813.51

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	1,923.67
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1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	835.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	4,908.23
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	4,943.23

TOTAL FOR 1680 - CD/HS OPERATIONS	10,686.46
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1695 - CDBG REVOLVING LOAN FUND

WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	
	-	133.50

TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND	133.50
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1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80072267	117.61
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00566942	8.24
BREDE ARIZONA INC	PUBLIC SAFETY LICENSE/PERM	
2501 EAST MAGNESIUM ST	CHECK NO. - 00567014	88.00
BRIDGESTONE AMERICAS INC	VEHICLE REPAIR & MAINT SUPPLY	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80072135	4,285.78
BRIDGESTONE AMERICAS INC	VEHICLE REPAIRS/MAINT	

dba GCR TIRES & SERVICE	ACH PMT NO. - 80072135	567.37
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80072238	201.47

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAMTEK INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072238	445.56
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00567126	247.56
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80072278	10,515.43
DIVINES TOWING/DIV OF DIVINE CORP	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80072148	225.42
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80072292	2,748.20
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072292	171.00
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80072152	49.47
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80072293	61.31
FRANCIS AVENUE HARDWARE dba ACE ON FRANCIS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072155	13.05
GALL'S INC	CLOTHING	
	ACH PMT NO. - 80072212	277.64
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80072296	26.03
GENERAL FIRE EXTINGUISHER SERVICE INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072296	28.15
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00567148	8,973.90
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00567151	43,623.79
JAMIE J MCINTYRE	PUBLICATIONS	
	ACH PMT NO. - 80072225	99.34
MARLIN E THORMAN	AIRFARE	
	ACH PMT NO. - 80072226	632.00
MARLIN E THORMAN	LODGING	
	ACH PMT NO. - 80072226	542.13
MARLIN E THORMAN	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80072226	126.76
MARLIN E THORMAN	PER DIEM	
	ACH PMT NO. - 80072226	222.00
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT	
	ACH PMT NO. - 80072169	104.00



PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	CLOTHING ACH PMT NO. - 80072170	524.57
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00567019	2,030.99
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00567019	372.44
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80072172	44.18
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80072172	110.71
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS	SAFETY SUPPLIES ACH PMT NO. - 80072321	1,742.40
PACIFIC POWER GROUP LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072178	111.14
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80072253	348.58
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072253	8.17
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80072185	122.12
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00567134	71.05
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00567166	1,154.74
SPOKANE FIRE DEPARTMENT IMPREST FUND	CLOTHING ALTERATIONS & REPAIRS CHECK NO. - 00566991	45.74
SPOKANE FIRE DEPARTMENT IMPREST FUND	MINOR EQUIPMENT CHECK NO. - 00566991	19.59
SPOKANE FIRE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00566991	9.78
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00566991	38.53
SPOKANE FIRE DEPARTMENT IMPREST FUND	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00566991	44.87
UNIFIRE POWER BLOWERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072196	350.12
UNIFIRE POWER BLOWERS INC	MINOR EQUIPMENT ACH PMT NO. - 80072196	54.45
UNIFIRE POWER BLOWERS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072340	183.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	25,598.67
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	4,705.57

TOTAL FOR 1970 - FIRE/EMS FUND	-----	112,093.48
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3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS	CONSTRUCTION OF FIXED ASSETS	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00567122	2,425.02
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072163	2,771.55
NELSON/NYGAARD CONSULTING ASSOCIATES INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80072381	1,092.50
SPOKANE ARTS FUND	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072394	3,500.00
SPOKANE COUNTY TITLE CO	RIGHT OF WAY	
	CHECK NO. - 00567137	1,177.50
SPOKANE COUNTY TREASURER	RIGHT OF WAY	
	CHECK NO. - 00567139	110.00
TOOLE DESIGN GROUP LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80072195	8,752.16

TOTAL FOR 3200 - ARTERIAL STREET FUND	-----	19,828.73
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4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072265	2,391.67
AGATHOS LABORATORIES INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80072126	5,730.06
AHO CONSTRUCTION SUITE 101	REFUNDS	
	CHECK NO. - 00567013	52.63
AMERICAN WATER WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00566966	10,282.00
ASSOCIATED UNDERWATER SERVICES INC	MACHINERY/EQUIPMENT	
	ACH PMT NO. - 80072230	4,350.56
AVISTA UTILITIES	PUBLIC UTILITY SERVICE	
	ACH PMT NO. - 80072273	42.56
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80072273	55,431.91

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS
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	ACH PMT NO. - 80072273	2,427.82
BRENDA LAWRENCE 2603 W LACROSSE AVE	REFUNDS CHECK NO. - 00567012	205.05
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	OPERATING SUPPLIES ACH PMT NO. - 80072279	3,127.36
CONSOLIDATED SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072282	1,391.46
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80072284	321.05
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80072303	1,124.39
DANIEL R KEGLEY	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567130	180.96
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072210	881.55
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80072293	78.08
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	CONTRACTUAL SERVICES ACH PMT NO. - 80072153	40.71
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80072154	3,355.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	8,055.00
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072317	49.44
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80072320	459.37
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072334	958.84
SPOKANE CITY TREASURER	DEPOSIT - U-HELP CHECK NO. - 00567136	158.00
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00567136	922.12
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00567016	61.00
TOM & BARBARA COCHRAN 3418 S JEFFERSON DR	REFUNDS CHECK NO. - 00566985	715.22
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	32,282.67

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	38,413.94
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80072197	660.00

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80072341	179.03
WEST PLAINS/AIRPORT AREA	OTHER MISC CHARGES	
PUBLIC DEVELOPMENT AUTHORITY	ACH PMT NO. - 80072220	80.01

TOTAL FOR 4100 - WATER DIVISION	-----	174,410.00
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#### 4250 - INTEGRATED CAPITAL MANAGEMENT

AECOM TECHNICAL SERVICES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072349	1,022.59
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072277	11,441.36
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072297	5,803.30
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072306	13,678.44
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	980.00
MURRAYSMITH INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072171	4,387.52
OAC SERVICES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072175	1,000.14
PARAMETRIX INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072324	1,937.50
PMWEB INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80072181	2,900.00
SHI CORP	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80072187	2,956.09
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	3,803.16
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	4,693.87
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80072341	81.56
WA STATE DEPT/TRANSPORTATION	CAPITALIZED RENTS/LEASES	
	ACH PMT NO. - 80072416	2,771.79

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	57,457.32
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#### 4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072265	3,563.10

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80072273	73.08
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80072273	53.87
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80072278	3,909.87
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072208	1,463.15
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80072287	15.00
FASTENAL CO	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80072292	175.67
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80072154	3,355.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	2,335.00
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00567136	922.14
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	8,811.83
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	10,006.78

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	34,685.03
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4320 - RIVERSIDE PARK RECLAMATION FAC

BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80072333	980.10
CHRIS PYLES	MINOR SAFETY EQUIPMENT CHECK NO. - 00567015	180.00
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80072280	165.01
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80072283	963.68

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CORNELIUS F WARREN	MINOR SAFETY EQUIPMENT CHECK NO. - 00567018	350.00
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80072364	1,560.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80072293	1,269.91
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	OPERATING SUPPLIES ACH PMT NO. - 80072367	64.03
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	5,975.00
PCE PACIFIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072325	16,270.38
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00567017	4,100.00
TREVOR HOLMES	MINOR SAFETY EQUIPMENT CHECK NO. - 00566998	180.00
UNITED TECHNOLOGY CORP dba OTIS ELEVATOR CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80072410	4,393.69
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	26,011.69
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	31,075.49
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		93,538.98

4330 - STORMWATER

CENTURYLINK	TELEPHONE CHECK NO. - 00567126	66.19
FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80072154	3,355.55
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	1,595.00
SPOKANE COUNTY TITLE CO	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00567167	25,000.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	5,051.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	6,156.45
TOTAL FOR 4330 - STORMWATER		41,225.18

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	231.54
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	284.46
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		591.00

4480 - SOLID WASTE FUND

ASSOCIATED CONSTRUCTION	REFUNDS	
PO BOX 7339	CHECK NO. - 00566972	1,500.00
D&S SITE SOLUTIONS LLC	REFUNDS	
PO BOX 1011	CHECK NO. - 00567160	236.45

TOTAL FOR 4480 - SOLID WASTE FUND		1,736.45
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4490 - SOLID WASTE DISPOSAL

ALYSSA ESTES	LOCAL MILEAGE	
	ACH PMT NO. - 80072222	31.32
ATLAS COPCO USA HOLDING INC	OPERATING RENTALS/LEASES	
dba ATLAS COPCO RENTAL LLC	ACH PMT NO. - 80072130	30,231.74
BANNER FURNACE & FUEL	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80072134	119.35
BROADWAY TRUCK STOP/DIV OF	MOTOR FUEL-OUTSIDE VENDOR	
ALSAKER CORP	CHECK NO. - 00567124	125.05
ECOCEM ANALYTICS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80072361	1,503.71
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80072363	1,476.92
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80072365	1,053.27
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80072365	2,471.37
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072365	917.08
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80072365	73.89

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072366	9,626.05
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072369	3,740.11
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80072370	31,365.82
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80072304	282.40
HERC RENTALS INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80072305	735.09
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	3,805.00
LECCO ENTERPRISES LLC	REPAIR & MAINTENANCE SUPPLIES	
EASTSIDE ELECTRIC MOTORS LLC	ACH PMT NO. - 80072289	2,721.41

NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80072382	1,632.03
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80072318	5,910.22
NORTHWEST FLUID SYSTEMS TECHNOLOGIES INC dba	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00567162	293.03
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80072185	680.63
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80072217	348.48
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	22,049.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	28,621.19
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	332.87
WASHINGTON EQUIPMENT MFG CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072343	595.99

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	150,743.27
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4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80072231	1,454.38
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80072356	118,368.33

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COMCAST	PUBLIC UTILITY SERVICE ACH PMT NO. - 80072280	275.34
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80072294	67.84
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	4,735.00
SOLID WASTE MANAGEMENT IMPREST CASH FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00567135	40.50
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80072337	43,788.69
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00567136	922.14
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80072339	67,333.83
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80072398	326.69
US BANK OR CITY TREASURER	SOCIAL SECURITY	



EMP BENEFITS ( CITY )	CHECK NO. - 00567172	23,908.70
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	29,617.07
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00566993	140,814.76
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS	
	CHECK NO. - 00566993	16,029.23-

TOTAL FOR 4500 - SOLID WASTE COLLECTION	415,624.04
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#### 4530 - SOLID WASTE LANDFILLS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	75.00
NORCO INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80072382	94.28
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	335.34
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	286.31

TOTAL FOR 4530 - SOLID WASTE LANDFILLS	790.93
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#### 4600 - GOLF FUND

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#### PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	460.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	2,052.58
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	2,152.52

TOTAL FOR 4600 - GOLF FUND	4,665.10
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#### 4700 - DEVELOPMENT SVCS CENTER

AAA ELECTRICAL	PERMIT REFUNDS PAYABLE	
407 N MADELIA ST	CHECK NO. - 00566969	15.00
ACCOUNTING IMPREST FUND	PARKING/TOLLS (LOCAL)	
	CHECK NO. - 00566965	22.40
ADENBECKS LLC	PERMIT REFUNDS PAYABLE	
PO BOX 208	CHECK NO. - 00566973	25.00
ADT LLC	PERMIT REFUNDS PAYABLE	
16810 E EUCLID AVE	CHECK NO. - 00566974	15.00
AIR CONTROL HEATING AND AC INC	PERMIT REFUNDS PAYABLE	
7203 E NORA AVE	CHECK NO. - 00567005	40.00

AMERIWEST ELECTRIC CORP 6621 S LUCAS ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00566976	30.00
ATLAS BOILER EQUIPMENT CO INC 3815 E TRENT AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00566977	135.00
BENCO HOMES LLC 16828 E 32ND AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00566978	41.00
CDW GOVERNMENT INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80072137	18.19
CONNER CORPORATION 802 N STEVENSON CT	PERMIT REFUNDS PAYABLE CHECK NO. - 00567006	187.00
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80072146	705.32
DIAMOND ROCK CONSTRUCTION INC 15321 E MISSION AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00566980	25.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	2,459.00
MCVAY BROTHERS ATTN MIKE MCVAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00567008	242.00
MICHAEL NILSSON	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00566986	184.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MICHAEL NILSSON	PER DIEM CHECK NO. - 00566986	13.00-
NW ELECTRIC SOLUTIONS LLC 17504 N KIMBERLY RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00566981	32.00
PARAS HOMES LLC 603 N HAVANA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00567009	743.66
PENCE PROPERTIES LYONS LLC PO BOX 10854	PERMIT REFUNDS PAYABLE CHECK NO. - 00567011	5,158.44
SEAN P SHIELDS	REGISTRATION/SCHOOLING CHECK NO. - 00566989	209.00
TEMP RIGHT SERVICE INC PO BOX 28899	PERMIT REFUNDS PAYABLE CHECK NO. - 00567002	20.00
THE PIN ENTERTAINMENT 906 E RICH	PERMIT REFUNDS PAYABLE CHECK NO. - 00567004	45.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	10,245.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	12,592.79
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80072341	1,418.83
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80072341	280.07

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

34,876.26

## 5100 - FLEET SERVICES FUND

ADAMS TRACTOR CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00566996	2,717.44
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00566997	146.98
AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80072270	479.35
ASPEN AERIALS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072229	984.76
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80072231	20,282.61
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80072231	5,714.53
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80072231	297.88

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072233	571.99
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072234	9,033.93
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072400	2,010.40
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072276	4,439.75
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072236	174.14
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80072239	1,803.86
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80072240	73,462.78
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80072281	4,191.17
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072241	1,841.15
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072286	1,741.52
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072290	1,540.39
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072244	462.82
FLEET SERVICES IMPREST FUND	PARKING/TOLLS (LOCAL)	

	CHECK NO. - 00567128	5.00
FLEET SERVICES IMPREST FUND	PERMITS/OTHER FEES	
	CHECK NO. - 00567128	494.00
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072298	1,705.10
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072299	214.79
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00567129	744.25
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	1,705.00
INDUSTRIAL BOLT & SUPPLY INC/ IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072307	536.67
INDUSTRIAL WELDING CO INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00566999	9,838.18

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072309	2,833.65
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00567131	1,373.56
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072302	899.49
MCCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072312	5,594.24
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072313	408.29
MOTION INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072314	613.31
MURL'S DRIVELINE SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072315	187.07
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80072316	35.15
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072316	1,020.66
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072319	922.87
OXARC INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80072320	22.76
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00567132	289.26
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072322	1,332.74
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072323	9,188.19

PAPE MACHINERY INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80072323	6,168.10
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072323	889.96
RACOM CORPORATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072327	1,035.22
RWC INTERNATIONAL LTD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072330	1,521.72
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80072332	444.62
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00567134	388.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072337	6,836.83
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072337	4,058.63
SPECIAL ASPHALT PRODUCTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80072393	4,412.63
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072395	835.55
SPOKANE LINCOLN MERCURY SALES dba FOOTHILLS LINCOLN MERCURY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80072246	5,065.91
SPRAY CENTER ELECTRONICS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072399	3,615.61
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072402	195.76
TESSCO INCORPORATED SUNTRUST BANK	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072404	437.18
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072406	3,281.72
TNT SPRINGS INC DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072407	383.60
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072408	2,737.92
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	7,177.72
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	8,569.65

TOTAL FOR 5100 - FLEET SERVICES FUND

-----  
229,918.31

5110 - FLEET SVCS EQUIP REPL FUND  
-----

FLEET SERVICES IMPREST FUND	VEHICLES	
	CHECK NO. - 00567128	61.75

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND	-----	61.75
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5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	770.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY	
	ACH PMT NO. - 80072216	3,886.73

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE MASTER'S TOUCH LLC	OPERATING SUPPLIES	
	CHECK NO. - 00566943	1,075.93
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	3,354.18
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	3,983.44
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80072341	188.98

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	-----	13,259.26
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5300 - IT FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80072129	1.52
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00567123	49.96
AZTECA SYSTEMS INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80072355	15,880.89
COMPUNET INC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80072359	4,356.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80072293	4.05
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	2,551.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80072389	555.00
SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80072191	13,267.29
STRONGER INTERNATIONAL	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80072194	3,893.75
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	14,348.22
US BANK TRUST NA	RETIREMENT	

OR CITY OF SPOKANE	ACH PMT NO. - 80072412	15,093.11
XO COMMUNICATIONS INC	TELEPHONE	
C/O VERIZON	ACH PMT NO. - 80072203	951.50

TOTAL FOR 5300 - IT FUND	70,952.29
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5310 - IT CAPITAL REPLACEMENT FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CDW GOVERNMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80072137	1,088.46
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80072146	1,492.37

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	2,580.83
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5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80072129	28.34
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80072143	1,097.77
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	180.00
MARK ANDY INC	OPERATING SUPPLIES	
DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80072165	389.05
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	642.63
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	802.46

TOTAL FOR 5400 - REPROGRAPHICS FUND	3,140.25
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5500 - PURCHASING & STORES FUND

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL)	
	ACH PMT NO. - 80072283	22,515.86
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	484.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	2,050.70
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	1,874.73

TOTAL FOR 5500 - PURCHASING & STORES FUND	26,925.29
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5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	2,223.17
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	9,168.77

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	9,608.70
TOTAL FOR 5600 - ACCOUNTING SERVICES		21,000.64

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	580.00
SPOKANE INT'L TRANSLATION/DIV	INTERPRETER COSTS	
OF PERCIBA INC	ACH PMT NO. - 80072192	50.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	1,966.09
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	2,404.69
TOTAL FOR 5700 - MY SPOKANE		5,000.78

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	300.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	1,266.79
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	1,522.88
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		3,089.67

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80072262	21,531.81
TOTAL FOR 5800 - RISK MANAGEMENT FUND		21,531.81

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	361.50
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	1,567.48



US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	1,385.36

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80072341	178.98

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	-----	3,493.32
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5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	11.24
NATIONAL EMPLOYERS COUNCIL INC	INSURANCE ADMINISTRATION	
DBA PEOPLESYSTEMS	ACH PMT NO. - 80072386	500.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	37.40
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	44.38

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	-----	593.02
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5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80072352	5,220.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	245.00
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80072371	295,550.73
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS	
	ACH PMT NO. - 80072311	34,682.05
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80072252	266,901.85
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	850.73
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	894.44
WASHINGTON DENTAL SERVICE OR	INSURANCE CLAIMS	
CITY OF SPOKANE	ACH PMT NO. - 80072417	56,549.79

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	-----	660,894.59
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5900 - ASSET MANAGEMENT FUND OPS

ABM JANITORIAL SERVICES SOUTH	BUILDING REPAIRS/MAINTENANCE	
SOUTH CENTRAL INC dba	ACH PMT NO. - 80072227	1,765.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80072271	131.12
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80072131	42.56
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80072245	696.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567148	375.00
INLAND EMPIRE FIRE PROTECTION COMPANY	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00567000	218.00
MCKINSTRY CO LLC LOCKBOX	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80072250	2,406.89
MCKINSTRY CO LLC LOCKBOX	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072250	792.59
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80072182	1,404.54
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80072182	174.39
SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80072394	76,156.61
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00567172	1,721.54
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80072412	1,964.72

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS 87,849.92

5901 - ASSET MANAGEMENT FUND CAPITAL

HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80072373	171.62
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80072376	365.90
NW EMERGENCY VEHICLE GRAPHICS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80072384	1,074.63
SPOKANE POWER TOOL & HDWE	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80072193	16,210.85

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL 17,823.00

6100 - RETIREMENT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00567148	310.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00567172	822.09
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80072412	989.76

TOTAL FOR 6100 - RETIREMENT	-----	2,121.85
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6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80072352	1,665.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80072311	5,834.92
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80072252	8,152.85
WASHINGTON DENTAL SERVICE OR	SERVICE REIMBURSEMENT	
CITY OF SPOKANE	ACH PMT NO. - 80072200	9,942.00
WELLTOWER PEGASUS TENNANT LLC	SERVICE REIMBURSEMENT	
dba SOUTH VILLAGE	CHECK NO. - 00567020	6,138.71
WELLTOWER PEGASUS TENNANT LLC	SERVICE REIMBURSEMENT	
dba SOUTH VILLAGE	CHECK NO. - 00567020	877.42

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	-----	32,610.90
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6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80072352	1,665.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80072311	4,495.27
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80072252	10,620.72
WASHINGTON DENTAL SERVICE OR	SERVICE REIMBURSEMENT	
CITY OF SPOKANE	ACH PMT NO. - 80072200	6,187.60

TOTAL FOR 6300 - POLICE PENSION	-----	22,968.59
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6960 - SALARY CLEARING FUND NEW

CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	
IDAHO CHILD SUPPORT RECEIPTING	CHECK NO. - 00567142	428.96

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DANIEL H BRUNNER, TRUSTEE	DANIEL H BRUNNER, TRUSTEE	
CHAPTER 13 TRUSTEE	CHECK NO. - 00567143	1,194.88

DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80072360	120.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80072362	22.50
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00567145	191.48
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00567146	507.68
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00567147	803.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00567148	253,367.34
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00567148	10,326.14
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00567149	56,857.49
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00567150	150.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00567151	66,692.93
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80072375	56,323.76
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00567177	1,255.24
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80072377	1,740.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80072378	44.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80072379	2,660.68
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00567161	158.18
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00567163	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00567164	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80072372	612.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00567165	473.55
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80072388	5,910.81
REHN & ASSOCIATES	AW REHN-SEC 125 HEALTH	

SPOKANE CITY TREASURER	ACH PMT NO. - 80072388	15,801.46
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80072357	18,312.68
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80072390	832.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80072391	3,187.50
SPOKANE POLICE GUILD ATTN: SARGEANT PAUL CARPENTER	POLICE GUILD ACH PMT NO. - 80072387	21,097.36
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80072397	667.20
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80072392	90.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80072401	410.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80072403	264.00
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00567169	357.22
STATE OF OREGON EMPLOY DEPT EMPLOYMENT BENEFITS-COLLECTION	ST OF OREGON EMPLOYMENT DEPT CHECK NO. - 00567170	484.67
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00567144	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00567171	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80072411	789.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00567172	270,616.96
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00567172	751,099.76
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00567172	107,802.34
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80072412	388,413.13

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US DEPARTMENT OF EDUCATION AWG	US DEPT. OF EDUCATION AWG CHECK NO. - 00567173	216.91
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00567174	450.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80072415	27,721.36
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00567175	15,754.48

WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00567178	975.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00567179	282.80
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		----- 2,086,026.80
TOTAL CLAIMS		----- 5,407,705.01

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 50

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 12/09/19  
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	USE TAX AMOUNTS	517.10		
00566942	AT&T MOBILITY	8.24		
00566943	THE MASTER'S TOUCH LLC	1,075.93		
00566944	SPOKANE COUNTY CLERK	2.00		
00566945	CENTURY LINK		1,830.62	
00566946	JEFF FERGUSON		50.00	
00566947	DONELL BARLOW		30.00	
00566948	ROCKWELL PUBLISHING INC		125.16	
00566949	ALLAN, EDWARD			125.50
00566950	COUILLARD, KYLE			144.00
00566951	DEAN, DEREK			1.00
00566952	DEAN, DEREK			76.00
00566953	STAIRES, CALEB			11.80
00566954	GOODRICH, DEBRA			6.00
00566955	GRANT, QUINCY			350.00
00566956	HERZOG FAMILY CENTER			168.00
00566957	ZHAN, AVA			250.00
00566965	ACCOUNTING IMPREST FUND	27.29		
00566966	AMERICAN WATER WORKS ASSN	10,282.00		
00566967	PAUL GORMAN	15.75		
00566968	SHANNON McCANDLESS	25.00		
00566969	AAA ELECTRICAL	15.00		
00566970	ASSOCIATED CONSTRUCTION	500.00		
00566971	ASSOCIATED CONSTRUCTION	500.00		
00566972	ASSOCIATED CONSTRUCTION	500.00		
00566973	ADENBECKS LLC	25.00		
00566974	ADT LLC	15.00		
00566975	AMERIWEST ELECTRIC CORP	15.00		
00566976	AMERIWEST ELECTRIC CORP	15.00		
00566977	ATLAS BOILER EQUIPMENT CO IN	135.00		
00566978	BENCO HOMES LLC	41.00		
00566979	DANNY SULLIVAN CONST	186.62		
00566980	DIAMOND ROCK CONSTRUCTION IN	25.00		
00566981	NW ELECTRIC SOLUTIONS LLC	32.00		
00566982	VALLEY EMPIRE COLLECTION	50.27		
00566983	VALLEY EMPIRE COLLECTION	45.21		
00566984	VALLEY EMPIRE COLLECTION	50.27		
00566985	TOM & BARBARA COCHRAN	715.22		
00566986	MICHAEL NILSSON	171.44		
00566987	PUBLIC SAFETY TESTING INC	170.00		
00566988	SALT DISTRIBUTORS INC	10,479.41		
00566989	SEAN P SHIELDS	209.00		
00566990	SPOKANE CITY TREASURER	25.00		
00566991	SPOKANE FIRE DEPARTMENT	158.51		
00566992	WA STATE PATROL	34.25		
00566993	WM RECYCLE AMERICA LLC	124,785.53		
00566994	N 807 INC			
00566995	SPOKANE COUNTY TITLE CO			
00566996	ADAMS TRACTOR CO INC	2,717.44		
00566997	ADVANCE AUTO PARTS	146.98		
00566998	TREVOR HOLMES	180.00		
00566999	INDUSTRIAL WELDING CO INC	9,838.18		
00567000	INLAND EMPIRE FIRE PROTECTIO	218.00		

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00567001	SHANE KELLEY	72.70		
00567002	TEMP RIGHT SERVICE INC	20.00		
00567003	THE PIN ENTERTAINMENT	30.00		
00567004	THE PIN ENTERTAINMENT	15.00		
00567005	AIR CONTROL HEATING AND AC I	40.00		
00567006	CONNER CORPORATION	187.00		
00567007	ACTION DRAIN & ROOTER WA LLC	150.00		
00567008	MCVAY BROTHERS	242.00		
00567009	PARAS HOMES LLC	743.66		
00567010	PENCE PROPERTIES LYONS LLC	2,579.22		
00567011	PENCE PROPERTIES LYONS LLC	2,579.22		
00567012	BRENDA LAWRENCE	205.05		
00567013	AHO CONSTRUCTION	52.63		
00567014	BREDE ARIZONA INC	88.00		
00567015	CHRIS PYLES	180.00		
00567016	SPOKANE CITY TREASURER	36.00		
00567017	SPOKANE REGIONAL CLEAN AIR	4,100.00		
00567018	CORNELIUS F WARREN	350.00		
00567019	NATIONSERVE	2,403.43		
00567020	WELLTOWER PEGASUS TENNANT LL	7,016.13		
00567021	CENTURYLINK			56.22
00567022	JENSEN DISTRIBUTION SERVICES			46.03
00567023	LAND EXPRESSIONS LLC			2,955.00
00567024	PATRICIA SIMPSON WARD			393.50
00567025	ACCELERATED DATA SYSTEMS INC			
00567122	ABADAN REPROGRAPHICS	2,425.02		
00567123	AT&T MOBILITY	223.35		
00567124	BROADWAY TRUCK STOP/DIV OF	125.05		
00567125	KATHERINE M BURKE	101.85		
00567126	CENTURYLINK	496.53		
00567127	DANIELLE COSSEY	49.00		
00567128	FLEET SERVICES IMPREST FUND	560.75		
00567129	HI-LINE ELECTRIC CO	744.25		
00567130	DANIEL R KEGLEY	180.96		
00567131	LEAVITT MACHINERY USA INC	1,373.56		
00567132	O'REILLY AUTOMOTIVE STORES I	289.26		
00567133	SALT DISTRIBUTORS INC	14,356.69		
00567134	SIX ROBBLEES INC	459.35		
00567135	SOLID WASTE MANAGEMENT IMPRE	40.50		
00567136	SPOKANE CITY TREASURER	2,924.40		
00567137	SPOKANE COUNTY TITLE CO	1,177.50		
00567138	SPOKANE COUNTY WATER DIST NO	15.87		
00567139	SPOKANE COUNTY TREASURER	110.00		
00567140	CRAIG MEIDL OR JUSTIN LUNDGR	5,700.00		
00567141	UNITED PARCEL SERVICE	11.96		
00567142	CHILD SUPPORT SERVICES	428.96		
00567143	DANIEL H BRUNNER, TRUSTEE	1,194.88		
00567144	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00567145	EMPLOYMENT SECURITY DEPT	191.48		
00567146	FAMILY SUPPORT REGISTRY	507.68		
00567147	HUMAN RESOURCES	803.50		
00567148	ICMA RETIREMENT TRUST 457	412,714.17		
00567149	ICMA RETIREMENT TRUST 457 LO	56,857.49		

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00567150	IDAHO STATE TAX COMMISSION	150.00		



00567151	ING LIFE INSURANCE & ANNUITY	110,878.26		
00567152	ANDREW NAVICKIS	139.00		
00567153	ALEXA FAITH LINDLEY	561.00		
00567154	CHERIE JEAN DELLOW	200.00		
00567155	MANSOUR ALANAZI	70.00		
00567156	JANNA L SCHROEDER	25.00		
00567157	JAN WENDT	25.00		
00567158	GENERAL STORE INC	37.50		
00567159	JAMES DONALD RUSTEN	500.00		
00567160	D&S SITE SOLUTIONS LLC	236.45		
00567161	NEW JERSEY SUPPORT PAYMENT	158.18		
00567162	NORTHWEST FLUID SYSTEMS	293.03		
00567163	OFFICE OF THE ATTORNEY GENER	273.50		
00567164	PEOPLE QUALIFIED COMMITTEE	15.35		
00567165	PRE-PAID LEGAL SERVICES INC	473.55		
00567166	SPOKANE CITY TREASURER	2,968.25		
00567167	SPOKANE COUNTY TITLE CO	25,000.00		
00567168	SPOKANE COUNTY PROSECUTING	1,110.32		
00567169	STATE DISBURSMENT UNIT	357.22		
00567170	STATE OF OREGON EMPLOY DEPT	484.67		
00567171	UNITED STATES TREASURY	12.50		
00567172	US BANK OR CITY TREASURER	1,507,937.23		
00567173	US DEPARTMENT OF EDUCATION A	216.91		
00567174	WA GET PROGRAM	450.50		
00567175	WA STATE SUPPORT REGISTRY OR	15,754.48		
00567176	WA STATE TREASURER	79,777.71		
00567177	JUNE WALLACE	1,255.24		
00567178	WESTERN STATES POLICE MEDICA	1,625.00		
00567179	WSCCCE, AFSCME, AFL-CIO	282.80		
00567180	DMYTRO & MARINA SIRENKYI and			
80072126	AGATHOS LABORATORIES INC	5,730.06		
80072127	ALSCO DIVISION OF ALSCO INC	99.91		
80072128	NORTHWEST INDUSTRIAL SERVICE	514.00		
80072129	ARAMARK UNIFORM SERVICES	56.98		
80072130	ATLAS COPCO USA HOLDING INC	30,231.74		
80072131	AVISTA CORPORATION	42.56		
80072132	AVISTA UTILITIES		20,116.12	7,178.00
80072133	BAKER & TAYLOR BOOKS		21,417.42	
80072134	BANNER FURNACE & FUEL	119.35		
80072135	BRIDGESTONE AMERICAS INC	4,853.15		
80072136	CASCADE ENGINEERING SERVICES	1,037.86		
80072137	CDW GOVERNMENT INC	1,106.65		
80072138	CENGAGE LEARNING INC		188.60	
80072139	CERIUM NETWORKS INC		4,960.52	
80072140	CITY SERVICE VALCON LLC	8,924.07		
80072141	COMCAST			77.43
80072142	STEVE CONNER			12.00
80072143	COPIERS NORTHWEST INC	1,097.77		
80072144	CORBIN SENIOR ACTIVITY CENTE			5,225.00
80072145	CXT INCORPORATED			131,398.28
80072146	DELL MARKETING LP	2,197.69		
80072147	LISA'S DESSERTS			800.00

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80072148	DIVINES TOWING/DIV OF	225.42		
80072149	ELJAY OIL CO INC	318.12		
80072150	LUKE ESSER	2,500.00		
80072151	EXPRESS NAME TAGS & MORE, IN		14.70	
80072152	FASTENAL CO	4,732.14		

80072153	FIKES NORTHWEST INC/DIV OF	40.71		
80072154	FINANCIAL CONSULTING SOLUTIO	10,066.63		
80072155	FRANCIS AVENUE HARDWARE	13.05		
80072156	GALLS LLC	1,163.84		
80072157	GREATER SPOKANE INC		425.00	
80072158	KAISER FOUNDATION HEALTH PLA	158,642.90		
80072159	HISTORICAL RESEARCH ASSOCIAT	8,869.92		
80072160	INGRAM LIBRARY SERVICES LLC		182.34	
80072161	KOFF & ASSOCIATES	10,005.00		
80072162	LANGUAGE LINE SERVICES	41.93		
80072163	LSB CONSULTING ENGINEERS PLL	2,771.55		
80072164	LAURI WEINMANN	3,126.00		
80072165	MARK ANDY INC	389.05		
80072166	MCKINSTRY CO LLC	934.81		
80072167	MID CITY CONCERNS INC			1,543.75
80072168	MIDWEST TAPE		129.73	
80072169	MR CAR WASH	104.00		
80072170	MUNICIPAL EMERGENCY SERVICES	524.57		
80072171	MURRAYSMITH INC	4,387.52		
80072172	NORCO INC	1,027.65		
80072173	NORTHEAST YOUTH CENTER			11,628.17
80072174	NW EMERGENCY VEHICLE GRAPHIC	270.86		
80072175	OAC SERVICES INC	1,000.14		
80072176	OVERDRIVE INC		4,927.84	
80072177	OXARC INC	425.39		
80072178	PACIFIC POWER GROUP LLC	111.14		
80072179	PACIFIC NW INLANDER/DIV OF		555.55	
80072180	PERKINS COIE LLP		2,888.55	
80072181	PMWEB INC	2,900.00		
80072182	PRO MECHANICAL SERVICES INC	1,578.93		
80072183	PROFESSIONAL ACCOUNT	10,969.40		
80072184	RECORDED BOOKS INC		933.42	
80072185	SAFETY KLEEN CORPORATION	802.75		
80072186	SALISH SCHOOL OF SPOKANE		80.00	
80072187	SHI CORP	2,956.09		
80072188	SOUTHSIDE SENIOR & COMMUNITY			7,736.84
80072189	SOUTHWEST SPOKANE COMMUNITY			3,328.92
80072190	DR LOUIS C SOWERS	700.00		
80072191	SPOKANE COUNTY TREASURER	111,383.07		
80072192	SPOKANE INT'L TRANSLATION/DI	50.00		
80072193	SPOKANE POWER TOOL & HDWE	16,210.85		
80072194	STRONGER INTERNATIONAL	3,893.75		
80072195	TOOLE DESIGN GROUP LLC	8,752.16		
80072196	UNIFIRE POWER BLOWERS INC	480.89		
80072197	VAN NESS FELDMAN LLP	660.00		
80072198	VERIZON WIRELESS	764.47		
80072199	WALT'S MAILING SERVICE			2,943.11
80072200	WASHINGTON DENTAL SERVICE OR	45,083.68		

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80072201	WEST CENTRAL COMMUNITY	441.81		12,112.50
80072202	WCP SOLUTIONS	89.56		
80072203	XO COMMUNICATIONS INC	951.50		
80072204	YWCA	934.20		
80072205	NICHOLAS ANTHONY FEDERICI	2,500.00		
80072206	ABC LEGAL SERVICES INC	579.00		
80072207	ACTION MATERIALS	412.46		
80072208	CPM DEVELOPMENT CORP DBA	1,463.15		
80072209	PAMELA DECOUNTER	70.00		

80072210	FASTENAL CO	881.55	
80072211	GALLS LLC	1,801.27	
80072212	GALL'S INC	277.64	
80072213	JUDITH GILMORE	70.00	
80072214	GRAINGER INC	112.17	
80072215	SITEONE LANDSCAPE SUPPLY LLC	891.21	
80072216	SPOKANE COUNTY TREASURER	3,886.73	
80072217	SPOKANE INT'L AIRPORT	348.48	
80072218	SCOTT A STEPHENS	70.00	
80072219	US BANK	4,167.00	
80072220	WEST PLAINS/AIRPORT AREA	80.01	
80072221	XO COMMUNICATIONS INC	61.90	
80072222	ALYSSA ESTES	31.32	
80072223	CRAIG E HULT	70.00	
80072224	MARK E LINDSEY	70.00	
80072225	JAMIE J MCINTYRE	99.34	
80072226	MARLIN E THORMAN	1,522.89	
80072227	ABM JANITORIAL SERVICES SOUT	1,966.52	
80072228	ALPINE BISTRO & BAKERY CO		341.96
80072229	ASPEN AERIALS INC	984.76	
80072230	ASSOCIATED UNDERWATER SERVIC	4,350.56	
80072231	AVISTA UTILITIES	27,749.40	
80072232	A-L COMPRESSED GASES		117.61
80072233	BATTERY SYSTEMS INC	571.99	
80072234	BECKER BUICK-GMC INC	9,033.93	
80072235	MARGIE BRADFUTE		68.60
80072236	BUCK'S TIRE & AUTOMOTIVE	174.14	
80072237	CAFFE D'ARTE LLC		75.00
80072238	CAMTEK INC	647.03	
80072239	CINTAS CORPORATION NO 3	1,803.86	
80072240	CITY SERVICE VALCON LLC	73,462.78	946.79
80072241	CUMMINS NORTHWEST LLC	1,841.15	
80072242	DESAUTEL HEGE COMMUNICATIONS	11,770.50	
80072243	DITCHES UNLIMITED INC		2,485.31
80072244	EVERGREEN STATE TOWING LLC	462.82	
80072245	FIREPOWER INC	696.96	
80072246	SPOKANE LINCOLN MERCURY SALE	5,065.91	
80072247	JEWEL HELPING HANDS		
80072248	KENWORTH SALES COMPANY	2,772.60	
80072249	MAE WOLFE PHOTOGRAPHY		100.00
80072250	MCKINSTRY CO LLC	2,264.67	
80072251	OXARC INC		125.00
80072252	PREMERA BLUE CROSS OR	285,675.42	
80072253	PRO MECHANICAL SERVICES INC	356.75	

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80072254	ROB'S DEMOLITION INC	1,359.00		
80072255	SISTER CITIES ASSN OF SPOKAN	1,750.08		
80072256	SPOKANE COUNTY TREASURER	49,877.33		
80072257	SPOKANE TRANSIT AUTHORITY	6,134.97		
80072258	STANDARD DIGITAL PRINT CO IN			918.25
80072259	STANLEY CONVERGENT SECURITY			334.64
80072260	SYSCO FOOD SERVICES INC			1,971.88
80072261	TRUTH MINISTRIES OF SPOKANE			
80072262	US BANK OR CITY TREASURER	21,531.81		
80072263	WILBUR ELLIS COMPANY			2,558.98
80072264	WILDROSE LTD dba			944.70
80072265	ACTION MATERIALS	5,542.31		
80072266	ALL ABOUT TOWING SERVICES	103.45		

80072267	ALSCO DIVISION OF ALSCO INC	17.70
80072268	ALWAYS TOWING & ROAD SERVICE	103.46
80072269	NORTHWEST INDUSTRIAL SERVICE	514.00
80072270	AMERIGAS PROPANE LP	479.35
80072271	ARAMARK UNIFORM SERVICES	131.12
80072272	AVISTA CORPORATION	3,094.58
80072273	AVISTA UTILITIES	58,174.65
80072274	A-PRO AUTO BODY AND TOWING	103.45
80072275	B & B TOWING LLC	129.32
80072276	BRIDGESTONE AMERICAS INC	4,439.75
80072277	BUDINGER & ASSOCIATES INC	11,441.36
80072278	CITY SERVICE VALCON LLC	5,501.23
80072279	COLUMBIA ELECTRIC SUPPLY/DIV	3,127.36
80072280	COMCAST	548.71
80072281	CONNELL OIL INC	4,191.17
80072282	CONSOLIDATED SUPPLY CO	1,391.46
80072283	CONTRACT DESIGN ASSOCIATES I	23,479.54
80072284	COPIERS NORTHWEST INC	324.09
80072285	COWLES PUBLISHING COMPANY	85.21
80072286	CUMMINS NORTHWEST LLC	1,741.52
80072287	DEVRIES INFORMATION MANAGEME	15.00
80072288	DIVINES TOWING/DIV OF	129.32
80072289	LECCO ENTERPRISES LLC	2,721.41
80072290	ELJAY OIL CO INC	1,540.39
80072291	EVERGREEN STATE TOWING LLC	517.30
80072292	FASTENAL CO	685.50
80072293	FEDERAL EXPRESS CORP/DBA FED	1,469.80
80072294	FIKES NORTHWEST INC/DIV OF	94.98
80072295	GALLS LLC	7,244.42
80072296	GENERAL FIRE EXTINGUISHER	54.18
80072297	GEO ENGINEERS INC	5,803.30
80072298	GORDON TRUCK CENTERS INC DBA	1,705.10
80072299	GRAINGER INC	2,350.04
80072300	GREATER SPOKANE INC	350.00
80072301	GUNARAMA WHOLESALE INC	124.35
80072302	MCCOLLUM FORD SALES INC	899.49
80072303	CORE & MAIN LP	1,124.39
80072304	HASKINS STEEL CO INC	282.40
80072305	HERC RENTALS INC	735.09
80072306	HISTORICAL RESEARCH ASSOCIAT	4,808.52

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80072307	INDUSTRIAL BOLT & SUPPLY INC	536.67		
80072308	CPM DEVELOPMENT CORP DBA	40,409.58		
80072309	KENWORTH SALES COMPANY	61.05		
80072310	L N CURTIS & SONS	1,341.54		
80072311	LIFEWISE ASSURANCE CO	45,012.24		
80072312	MCCLOUGHLIN & EARDLEY GROUP	5,594.24		
80072313	MOTION AUTO SUPPLY	408.29		
80072314	MOTION INDUSTRIES INC	613.31		
80072315	MURL'S DRIVELINE SERVICE	187.07		
80072316	NAPA AUTO PARTS	1,055.81		
80072317	NORCO INC	49.44		
80072318	NORTHSTAR CHEMICAL INC	5,910.22		
80072319	OWEN EQUIPMENT CO	922.87		
80072320	OXARC INC	56.74		
80072321	PACIFIC NW EMERGENCY EQUIPME	1,742.40		
80072322	PACWEST MACHINERY LLC	1,332.74		
80072323	PAPE MACHINERY INC	16,246.25		

80072324	PARAMETRIX INC	1,937.50	
80072325	PCE PACIFIC INC	16,270.38	
80072326	PPC SOLUTIONS INC	88.16	
80072327	RACOM CORPORATION	1,035.22	
80072328	RENEGADE TOWING LLC	103.46	
80072329	JENNIFER ROSE	30.15	
80072330	RWC INTERNATIONAL LTD	1,521.72	
80072331	GABRIELLE D RYAN	18.79	
80072332	SAFETY KLEEN CORPORATION	444.62	
80072333	BRANDSAFWAY SERVICES INC	980.10	
80072334	SITEONE LANDSCAPE SUPPLY LLC	67.63	
80072336	JESSE SLESAR		300.00
80072337	SOLID WASTE SYSTEMS INC	54,684.15	
80072338	SPOKANE COUNTY FIRE DIST 10	57,871.95	
80072339	SPOKANE COUNTY TREASURER	67,333.83	
80072340	UNIFIRE POWER BLOWERS INC	107.54	
80072341	VERIZON WIRELESS	2,327.45	
80072342	WA STATE CRIMINAL JUSTICE	500.00	
80072343	WASHINGTON EQUIPMENT MFG CO I	595.99	
80072344	WILLIAMS TOWING & RECOVERY L	103.46	
80072345	WYOMING WRECKER LLC	206.91	
80072346	CANDACE MUMM	4.00	
80072347	LUVIMAE P OMANA	146.38	
80072348	RICHARDS, AMBER	49.77	
80072349	AECOM TECHNICAL SERVICES INC	1,022.59	
80072350	INLAND NW AGC APPRENTICESHIP		
80072351	AHBL INC		
80072352	ALLIANT INSURANCE SERVICES I	8,550.00	
80072353	NORTHWEST INDUSTRIAL SERVICE		
80072354	ARCHIVESOCIAL INC	11,988.00	
80072355	AZTECA SYSTEMS INC	15,880.89	
80072356	BARR-TECH LLC	118,368.33	
80072357	SPOKANE FIRE FIGHTERS BENEFIT	18,312.68	
80072358	CATHOLIC CHARITIES		
80072359	COMPUNET INC	4,356.00	
80072360	DIGNITARY PROTECTION TEAM FU	120.00	

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80072361	ECOCHAM ANALYTICS INC	1,503.71		
80072362	EDU MEMBERSHIP FUND	22.50		
80072363	ELJAY OIL CO INC	1,158.80		
80072364	EUROFINS FRONTIER GLOBAL	1,560.00		
80072365	FASTENAL CO	2,352.47		
80072366	FERGUSON ENTERPRISES INC	9,626.05		
80072367	FROSTY ICE/DIV OF R PLUM COR	64.03		
80072368	GALLS LLC	288.22		
80072369	GENERAL KINEMATICS CORPORATI	3,740.11		
80072370	GRAYMONT CAPITAL INC.	31,365.82		
80072371	KAISER FOUNDATION HEALTH PLA	136,907.83		
80072372	POLICE GUILD LEGAL DEFENSE	612.00		
80072373	HUGHES FIRE EQUIPMENT INC	171.62		
80072374	ICON CORPORATION	15,593.32		
80072375	INT'L ASSN OF FIREFIGHTERS/	56,323.76		
80072376	L N CURTIS & SONS	365.90		
80072377	LT & CAPT ASSOCIATION	1,740.00		
80072378	LTS & CPTS LEGAL DEFENSE FUN	44.00		
80072379	M & P ASSOCIATION	2,660.68		
80072380	MARTIN LUTHER KING JR FAMILY	29,166.66		
80072381	NELSON/NYGAARD CONSULTING	1,092.50		

80072382	NORCO INC	853.55	
80072383	NORTH COUNTRY SERVICES LLC	458.09	
80072384	NW EMERGENCY VEHICLE GRAPHIC	803.77	
80072385	PARKEON INC	570.00	
80072386	NATIONAL EMPLOYERS COUNCIL I	500.00	
80072387	SPOKANE POLICE GUILD	21,097.36	
80072388	REHN & ASSOCIATES	21,712.27	
80072389	RIVER PARK SQUARE LLC	555.00	
80072390	SPOKANE POLICE BENEFIT ASSOC	832.50	
80072391	SPOKANE POLICE CHAPLAIN	3,187.50	
80072392	SPOKANE POLICE K-9 MEMBERSHI	90.00	
80072393	SPECIAL ASPHALT PRODUCTS	4,412.63	
80072394	SPOKANE ARTS FUND	79,656.61	
80072395	SPOKANE HOUSE OF HOSE INC	835.55	
80072396	SPOKANE HOUSING AUTHORITY		
80072397	SPOKANE POLICE GUILD FRATERN	667.20	
80072398	SPOKANE PRO CARE INC	326.69	
80072399	SPRAY CENTER ELECTRONICS INC	3,615.61	
80072400	BRAD L WHITE	2,010.40	
80072401	SPOKANE POLICE SWAT TEAM	410.00	
80072402	TACOMA SCREW PRODUCTS INC	195.76	
80072403	SPOKANE POLICE TACTICAL TEAM	264.00	
80072404	TESSCO INCORPORATED	437.18	
80072405	THOMSON WEST	60.98	
80072406	TITAN TRUCK EQUIPMENT	3,281.72	
80072407	TNT SPRINGS INC	383.60	
80072408	TRANSPORT EQUIPMENT INC	2,737.92	
80072409	CHESTER JOHN CASKEY		1,845.00
80072410	UNITED TECHNOLOGY CORP	4,393.69	
80072411	UNITED WAY	789.00	
80072412	US BANK TRUST NA	776,826.26	
80072413	VERIZON WIRELESS		

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 50

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 12/09/19  
TIME: 07:56  
PAGE: 9

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80072414	VOLUNTEERS OF AMERICA OF			
80072415	WA ST COUNCIL OF CITY & COUN	27,721.36		
80072416	WA STATE DEPT/TRANSPORTATION	2,771.79		
80072417	WASHINGTON DENTAL SERVICE OR	27,595.71		
80072418	YFA CONNECTIONS			
80072419	YWCA	7,752.31		
		5,407,705.01	58,855.57	201,700.77
				=====
		CITYWIDE TOTAL:		6,721,462.13

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, May 16, 2019**

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

The following topic was discussed:

- Spokane Regional Health District Update

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

The meeting adjourned at 4:51 p.m.

Minutes prepared and submitted for publication in the December 18, 2019, issue of the Official Gazette:

---

Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2019.

---

Ben Stuckart  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, October 3, 2019**

A Special Meeting of the Spokane City Council was held on the above date at 3:30 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm and Stratton were present. Council Member Burke was absent.

The following topics were discussed:

- Spokane Regional Health District Update
- Sportsplex

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

The meeting adjourned at 4:40 p.m.

Minutes prepared and submitted for publication in the December 18, 2019, issue of the Official Gazette:

---

Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2019.

---

Ben Stuckart  
City Council President



FIRST AMENDMENT TO AMENDED AND RESTATED  
COMMUNITY REVITALIZATION FINANCING AND  
TAX INCREMENT AREA AGREEMENT

This FIRST AMENDMENT TO AMENDED COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT (this “First Amended Agreement”) is entered into by and between the City of Spokane, Washington (the “City”) and Spokane County, Washington (the “County”).

**WITNESSETH:**

WHEREAS, the City is a charter city duly organized and existing under and by virtue of the Constitution, the City Charter and the laws of the state of Washington (the “State”) now in force;

WHEREAS, the County is a Class A county duly organized and existing under and by virtue of the Constitution and the laws of the State now in force;

WHEREAS, the City and the County entered into the Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement on December 4, 2018 (the “Amended Agreement”), a copy of which is attached hereto as “Attachment 1” and by this reference incorporated herein, as amended hereby. All capitalized terms used herein and not otherwise defined in this First Amended Agreement shall have the meanings given such terms in the Amended Agreement.

WHEREAS, the County and City have previously agreed to the use of Tax Allocation Revenue generated within the Beacon Hill Sub-Area of Increment Area No. 2013-01 to pay the costs of the Public Improvements located within the Beacon Hill Sub-Area, provided certain conditions are met not later than December 31, 2019; and

WHEREAS, the County and City now desire to extend the deadline by which certain conditions must be met in order to use Tax Allocation Revenue generated within the Beacon Hill Sub-Area of Increment Area No. 2013-01 for the costs of Beacon Hill Sub-Area Improvements to the date of December 31, 2029;

NOW, THEREFORE, the City and the County each mutually agree as follows:

**Section 1. Amendment to Section 4(b) of Amended Agreement.** Section 4(b) of the Amended Agreement is hereby amended to read as follows (deleted language ~~stricken~~, added language double-underlined):

#### **Section 4.**

...

(b) The City and the County each agree that all Tax Allocation Revenues (1) generated in the Increment Area excluding the Beacon Hill Sub-Area during the term of this Agreement; and (2) generated in the Beacon Hill Sub-Area after December 31, ~~2019~~2029 in the event that the option to pay the Public Improvement Costs of the Beacon Hill Sub-Area Improvements with the Beacon Hill Sub-Area Allocation (as defined in Section 5(b) of this Agreement) expires and becomes null and void as provided in Section 5(b) of this Agreement (collectively, the "City Allocation"), shall be used to pay the Public Improvement Costs of the City Public Improvements. The County and the City agree that the County shall transfer the City Allocation to the City monthly within ten business days of the County's receipt of Tax Allocation Revenues comprising the City Allocation.

**Section 2. Amendment to Section 5(b) of Amended Agreement.** Section 5(b) of the Amended Agreement is hereby amended to read as follows (deleted language ~~stricken~~, added language double-underlined):

#### **Section 5.**

...

(b) The City and the County each agree that, except to the extent described below in this Section 5(b), all Tax Allocation Revenues generated in the Beacon Hill Sub-Area of the Increment Area during the term of this Agreement (collectively, the "Beacon Hill Sub-Area Allocation"), shall be used to pay the Public Improvement Costs of the Beacon Hill Sub-Area Improvements. Unless by December 31, ~~2019~~2029, (1) any series of the County Bonds (as defined in Section 5(d) below) is issued, or (2) Tax Allocation Revenues comprising the Beacon Hill Sub-Area Allocation, in a minimum aggregate amount of \$500,000, are used to pay Public Improvement Costs of any Beacon Hill Sub-Area Improvements, the option to pay the Public Improvement Costs of the Beacon Hill Sub-Area Improvements with the Beacon Hill Sub-Area Allocation shall expire and become null and void.

**Section 3. Severability.** If any provision of this First Amended Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this First Amended Agreement, but this First Amended Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

**Section 4. Counterparts.** This First Amended Agreement may be executed in multiple counterparts and via facsimile, each of which counterpart shall constitute an original, and which together shall constitute one and the same instrument.

**Section 5. Binding Effect.** Both parties have full power and authority to execute and deliver this First Amended Agreement and to perform their respective obligations under this First Amended Agreement. This First Amended Agreement constitutes a valid and binding obligation of the County and the City and is enforceable in accordance with its provisions.

**Section 6. Governing Law.** This First Amended Agreement shall be construed in accordance with and governed by the laws of the State.

IN WITNESS WHEREOF, the parties have executed this First Amended Agreement and it shall be effective as of the last date of execution below.

Executed this \_\_\_\_ day of December, 2019, by:

CITY OF SPOKANE  
Spokane County, Washington

\_\_\_\_\_  
David Condon, Mayor

ATTEST:

\_\_\_\_\_  
Terri L. Pfister, City Clerk

(SEAL)

Executed this \_\_\_\_ day of December, 2019, by:

SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Mary L. Kuney, Chair

\_\_\_\_\_  
Al French, Vice Chair

\_\_\_\_\_  
Josh Kerns, Commissioner

ATTEST:

\_\_\_\_\_  
Ginna Vasquez, Clerk to the Board of  
County Commissioners

(S E A L)

**Attachment 1**  
**Copy of Amended Agreement**

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION of the Board of County Commissioners of Spokane County, Washington, amending Resolution No. 2018-0873 to extend the eligibility deadline for the use of certain Tax Allocation Revenues to pay for Public Improvement Costs within the Beacon Hill Sub-Area of Tax Increment Area No. 2013-01, and providing for other matters related thereto.

**SPOKANE COUNTY, WASHINGTON**

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON, as follows:

WHEREAS, Spokane County, Washington (the "County"), is a class A county duly organized and existing under and by virtue of the Constitution and laws of the state of Washington (the "State"), now in force;

WHEREAS, the Board of County Commissioners (the "Board") is authorized to conduct proceedings and to create increment areas from which property taxes are to be appropriated to finance public improvements pursuant to chapter 39.89 RCW;

WHEREAS, pursuant to Resolution No. 2013-1021, adopted by the Board on November 5, 2013 ("Resolution No. 2013-1021"), the County created Increment Area No. 2013-01 to finance certain public improvements within such increment area using community revitalization financing;

WHEREAS, as authorized by Resolution No. 2013-1021, the County executed the Community Revitalization Financing and Tax Increment Area Agreement with the City of Spokane, Washington (the "City"), on November 5, 2013 (the "Original Agreement");

WHEREAS, as authorized by Resolution No. 2018-0873, the Board authorized certain amendments to the Original Agreement and approved the execution of the "Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement," entered into on December 4, 2018 by and between the City and the County (the "Amended Agreement");

WHEREAS, pursuant to the Amended Agreement, the County is authorized to use community revitalization financing to finance a portion of the costs of Public Improvements located within the Beacon Hill Sub-Area (as each of those terms are defined in the Agreement), which authorization is set to expire December 31, 2019 (the "Expiration Date"), provided certain conditions set forth therein have not been met;

WHEREAS, the Board has determined that it is in the best interest of the County to authorize a further amendment to the Amended Agreement to extend the Expiration Date to December 31, 2029.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDERED as follows:

**Section 1. Approval of Amendments.** The form of the First Amendment to Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement, attached as Exhibit “A” and incorporated by this reference (the “First Amended Agreement”), is hereby approved, and the Board and the Clerk of the Board are authorized and directed to execute and deliver the First Amended Agreement on behalf of the County.

**Section 2. No Personal Recourse.** No recourse shall be had for any claim based on this Resolution against any Board member, officer or employee, past, present or future, of the County or of any successor body as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

**Section 3. Repealer.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

**Section 4. Effective Date.** This resolution shall be effective from and after its passage.

ADOPTED AND APPROVED by the Board of County Commissioners of Spokane County, Washington, at a regular meeting thereof held this \_\_\_\_ day of December, 2019.

BOARD OF COUNTY COMMISSIOENRS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Mary L. Kuney, Chair

\_\_\_\_\_  
Al French, Vice Chair

\_\_\_\_\_  
Josh Kerns, Commissioner

ATTEST:

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

(S E A L)

\* \* \* \* \*

I, Ginna Vazquez, Clerk of the Board of County Commissioners of Spokane County, Washington, hereby certify that the foregoing Resolution is a full, true and correct copy of an Resolution duly adopted at a regular meeting of said Board duly and regularly held at the regular meeting place thereof on December \_\_\_, 2019, of which meeting all members of said Board had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

ABSTAIN, Commissioners:

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true and correct copy of the original Resolution adopted at said meeting; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and the seal of the County on December \_\_\_, 2019.

\_\_\_\_\_  
Ginna Vazquez, Clerk of the Board  
of the Board of Commissioners

( S E A L )

## EXHIBIT B

### DESCRIPTION OF PUBLIC IMPROVEMENTS

#### 1. City Public Improvements

- (a) First stage of reconstruction of Wellesley Avenue (three-lane configuration) within the existing 60-foot right-of-way, from Freya Street to the eastern return of the Florida intersection (Priority 1), together with associated curbs, sidewalks, and roadway storm drainage systems, at an estimated cost of \$1,500,000.
- (b) Acquisition of right-of-way to accommodate widening of Wellesley Avenue to 102 feet from Freya Street to Havana Street at an estimated cost of \$3,000,000.
- (c) Widening of Wellesley to 102 feet, together with associated curbs, sidewalks, pedestrian buffers and landscaping, roadway storm drainage systems, street lighting, street trees, and necessary irrigation, at an estimated cost of \$1,500,000.
- (d) Miscellaneous public improvements in the Increment Area but outside of the Beacon Hill Sub-Area including roads; sewer collection lines, sewer water reuse systems and sewer pump stations; water distribution systems (including the construction of water lift stations); sidewalks, roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements in the public right of way; and other public improvements and public improvement costs referenced in RCW 39.89.020(4) and (5), at an estimated cost of \$4,000,000.

#### 2. Beacon Hill Sub-Area Improvements

- (a) Reconstruction of Havana from Princeton to Longfellow at an estimated cost of \$270,000.
- (b) Reconstruction of Longfellow from Havana to easterly end of the Longfellow right-of-way, at an estimated cost of \$437,000.
- (c) Construction of a water lift station, at an estimated cost of \$550,000.
- (d) Construction of a golf cart path from Havana and Longfellow to Esmeralda Golf Course, at an estimated cost of \$75,000.
- (e) Reconstruction of Valley Springs Road, from the eastern return of the Florida intersection, at an estimated cost of \$2,000,000.
- (f) Miscellaneous public improvements inside the boundaries of the Beacon Hill Sub-Area, including roads; sewer collection lines, sewer water reuse systems and sewer pump stations; water distribution systems (including the construction of water lift stations); sidewalks, roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements in the public right of way; and other public improvements and public improvement costs referenced in RCW 39.89.020(4) and (5), at an estimated cost of \$16,500,000.





BEACON HILL  
SPOKANE

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BEACON HILL COMMUNITY

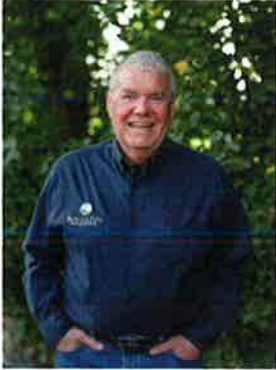
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*LIVE WHERE YOU COME ALIVE.*

BEACONHILLSPOKANE.COM

## A MESSAGE FROM THE DEVELOPER



Welcome to Beacon Hill! With 200 acres of developable, zoned, residential view property located in North East Spokane, Beacon Hill offers the opportunity to create something more than homesites; it presents an opportunity to create a true community. We have worked with both national and local leaders in neighborhood creation bringing you a community that both preserves existing assets like the Beacon Hill Bike Trail System, as well as creates new amenities such as improved transportation, community meeting places, community gardens, FIT Trails, a neighborhood amphitheater, as well as essential neighborhood retail.

The following pages merely scratch the surface of what is to come for Beacon Hill. Thank you for taking time to learn about our initial phases and master plan. Envisioning, working towards, and creating a community at Beacon Hill has been a joy and passion in my life. I look forward to welcoming friends, old and new, into the Beacon Hill neighborhood.

Pete Rayner, President  
Beacon Hill Spokane, Inc.

## BEACON HILL COMMUNITY INITIAL PHASE PLANS

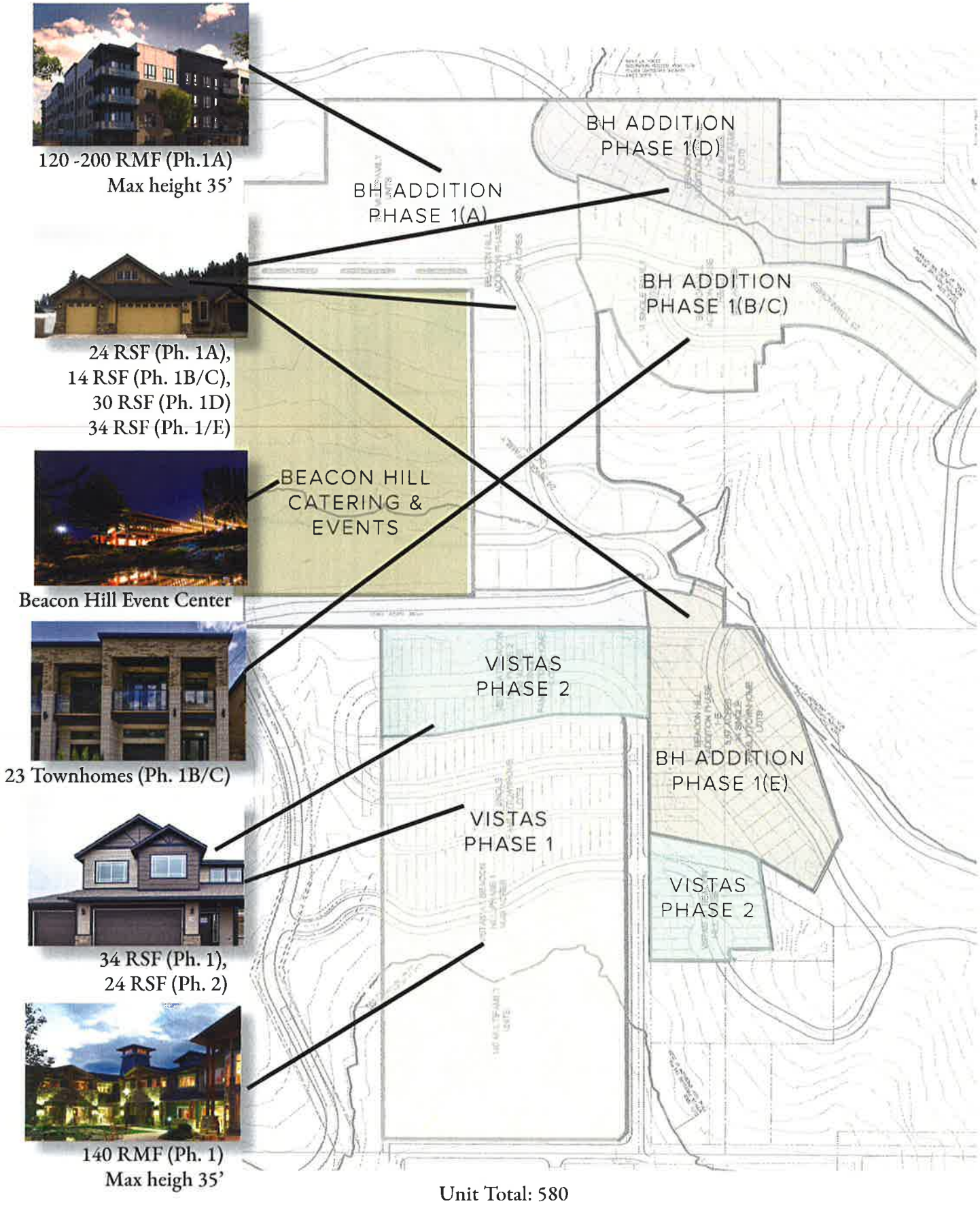
### *OFFSITE IMPROVEMENTS*

Pictured to the right; fully funded improvements to Valley Springs Road and East Wellesley will replace a dangerous blind curve and create a safe and appealing public road for the Beacon Hill Community.





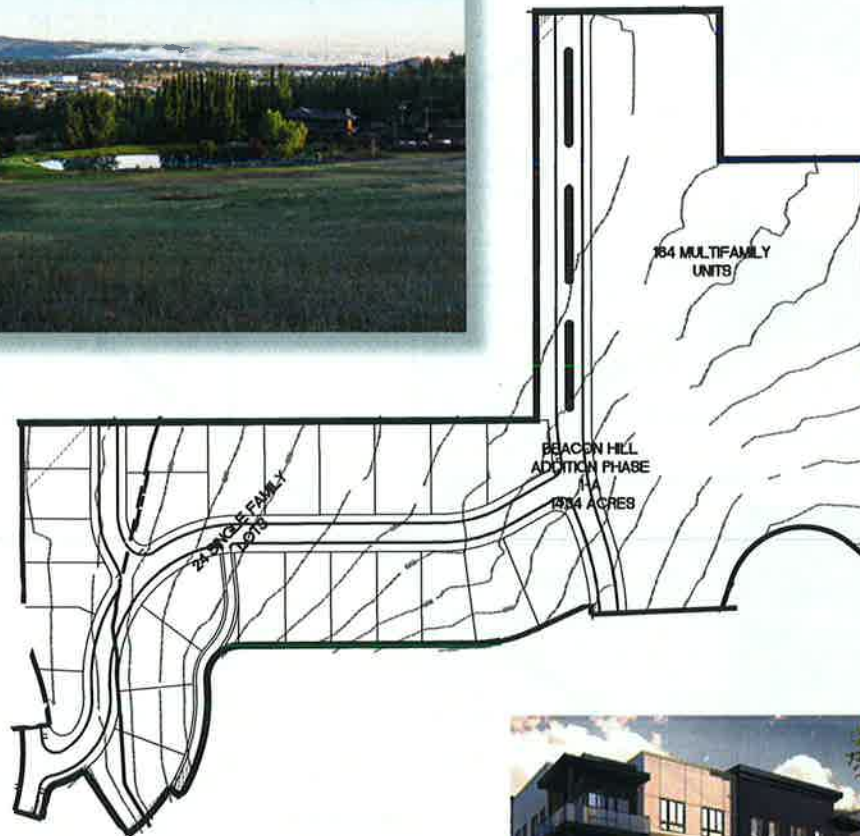
PHASING PLAN FOR PRELIMINARY PLAT



*LOTS & ELEVATION | BEACON HILL ADDITION PHASE 1(A)*



View from Lot #1



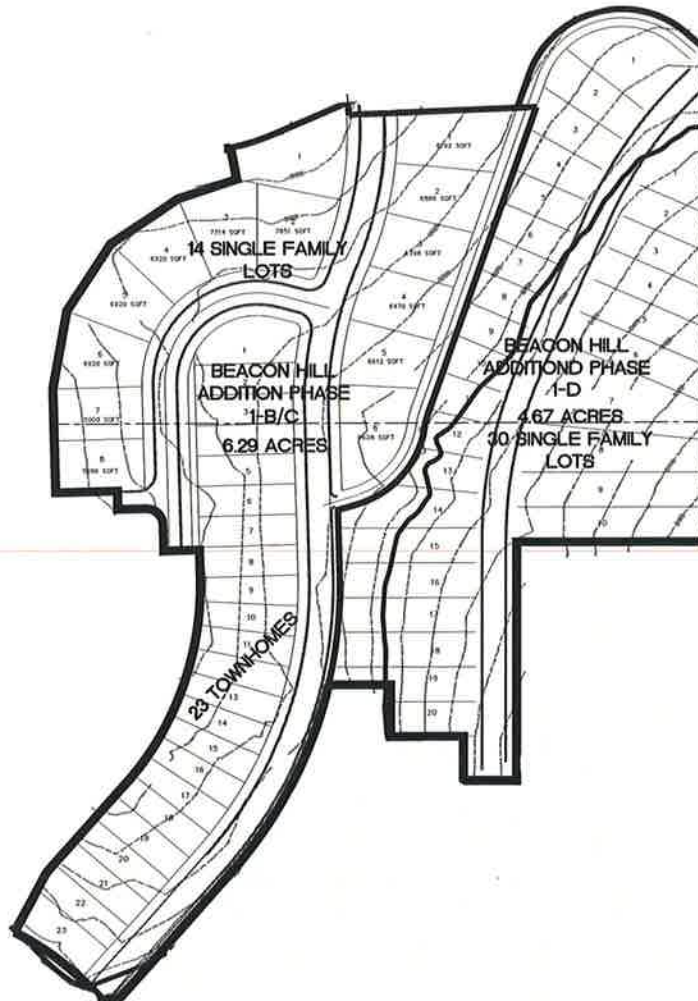
PHASE DATA

Number of Units:  
24 RSF & 120 - 200 RMF  
Max Top Floor Elevation:  
RSF: 2325', RMF: 2370'



*LIVE WHERE YOU COME ALIVE.*

*LOTS & ELEVATION | BEACON HILL ADDITION PHASE 1(B/C/D)*



PHASE DATA

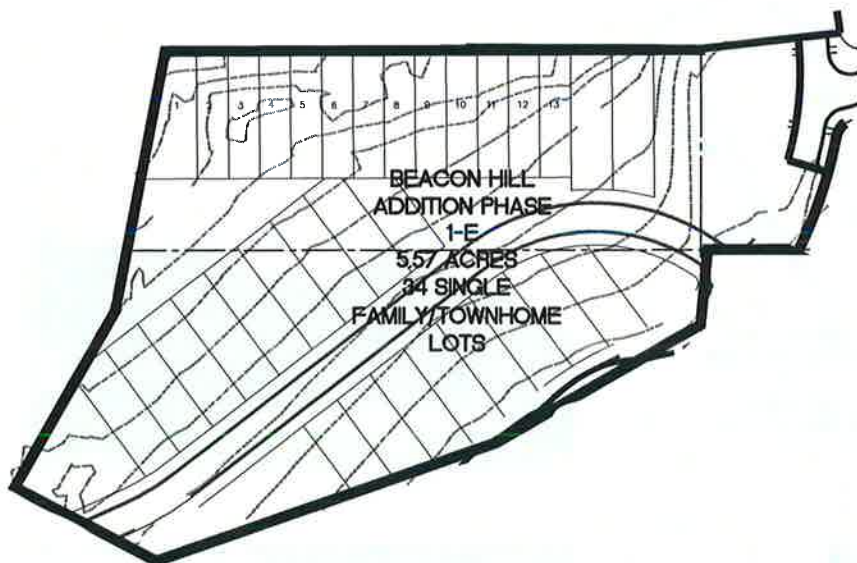
Number of Units:

14 RSF & 24 Townhomes (Ph. 1 B/C), 30 RSF (Ph. 1D)

Max Top Floor Elevation:

RSF (Ph. 1B/C): 2385', RSF (Ph. 1D): 2435'

*LOTS & ELEVATION | BEACON HILL ADDITION PHASE 1(E)*



PHASE DATA

Number of Units:

34 RSF (single family or townhome)

Max Top Floor Elevation:

RSF: 2235'

LIVE WHERE YOU COME ALIVE.

## LOTS & ELEVATION | VISTAS AT BEACON HILL PHASE 1 & 2



### PHASE DATA

Number of Units:

34 RSF (Ph. 1), 140 RMF (Ph. 1), & 24 RSF (Ph. 2)

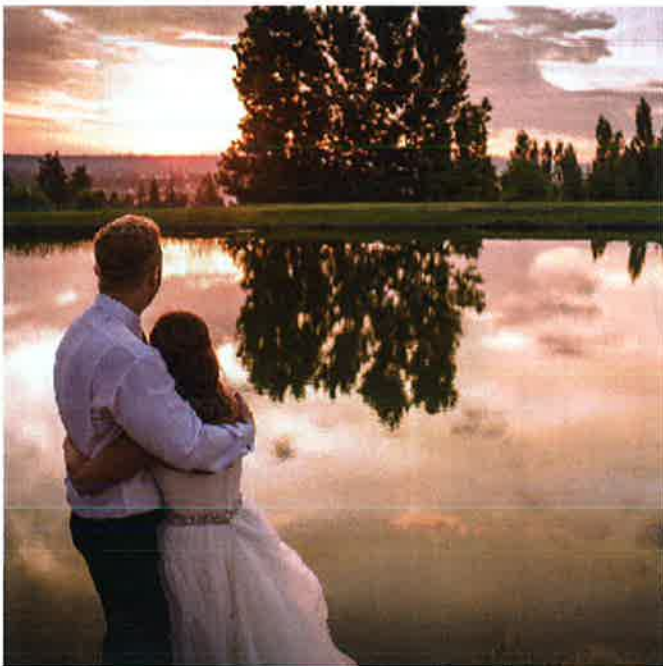
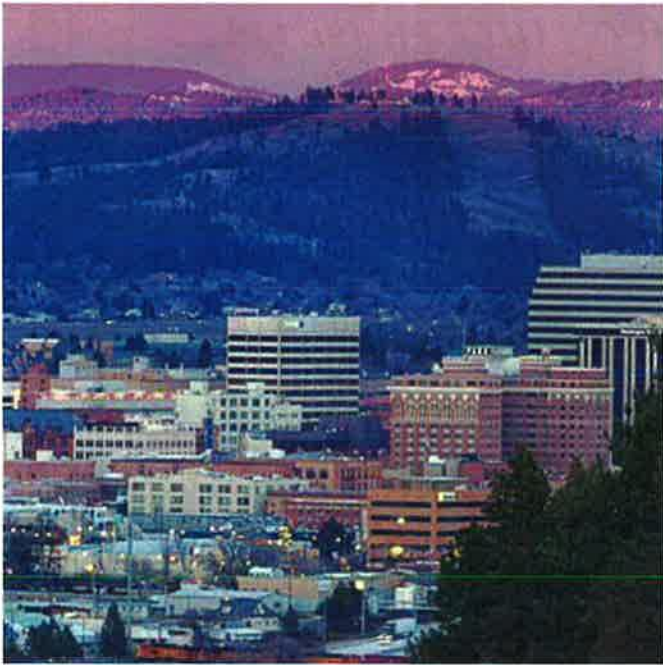
Max Top Floor Elevation:

RSF (Ph. 1): 2160', RMF (Ph. 1): 2090', RSF (Ph. 2): 2180'



## BEACON HILL COMMUNITY

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## CONTACT INFORMATION

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*WE WOULD LOVE TO  
HEAR FROM YOU!*

PETE@BEACONHILLEVENTS.COM  
BEACONHILLSPOKANE.COM  
509.263.4848





**Agenda Sheet for City Council Meeting of:**  
12/16/2019

<b>Date Rec'd</b>	12/4/2019
<b>Clerk's File #</b>	ORD C35871
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	
<b>Submitting Dept</b>	PUBLIC WORKS
<b>Contact Name/Phone</b>	SCOTT SIMMONS 625-6584
<b>Contact E-Mail</b>	SMSIMMONS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	SPECIAL BUDGET ORDINANCE - TRANSPORTATION BENEFIT DISTRICT FUND

**Agenda Wording**

Special Budget Ordinance for Transportation Benefit District Fund.

**Summary (Background)**

With the passage of voter initiative 1976, the future funding of TBD projects is uncertain. Each project year, the City has TBD funded projects that carryover into the following year before closeout is accomplished. This SBO will bring all carryover project funding into the current year budget so that the TBD program is essentially zeroed out by year end.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Neutral	\$ 1,700,000.00	# 1990 - Various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FLEIGER, NATHAN	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	UE 12/9/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	korlob@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	nzollinger@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	TBD Projects
<b>Date:</b>	12/04/19
<b>Author (email &amp; phone):</b>	Scott Simmons <a href="mailto:smsimmons@spokanecity.org">smsimmons@spokanecity.org</a> 625-6584
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO for Transportation Benefit District Project closeouts
<b>Background/History:</b> With the passage of voter initiative 1976, the future funding of TBD projects is uncertain. Each project year, the City has TBD funded projects that carryover into the following year before closeout is accomplished. This SBO will bring all carryover project funding into the current year budget so that the TBD program is essentially zeroed out by year end.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• 1976 passage creates uncertainty of future TBD funding</li> <li>• Carryover projects are anticipated into 2020</li> <li>• SBO of \$1,700,000 recommended to fully budget all projected carryover projects into 2019 so that program essentially zero's out at end of 2019</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

ORDINANCE NO C35871

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Transportation Benefit District 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 Transportation Benefit District Fund, and the budget annexed thereto with reference to the Transportation Benefit District Fund, the following changes be made:

FROM:	1990-99999 99999-	Transportation Benefit District (TBD) Undesignated Reserves	\$ 1,700,000
TO:	1990-49851 42800-54201	TBD-2019 Residential G/O Contractual Services	\$ 621,512
	1990-49810 42300-54141	TBD –Residential Crack seal IF Other Professional Services	\$ 650,000
	1990-49850 42800-54141	TBD –Residential Chip seal IF Other Professional Services	\$ 250,000
	1990-85210 97140-80101	TBD – Admin Operating Transfer to Arterial Streets	\$ 91,000
	1990-85210 97242-80101	TBD – Admin Operating Transfer to ICM	\$ 87,488

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 projects coming in over engineer's estimates and budgeting shortfalls, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

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Mayor

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Date

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Effective Date



**Agenda Sheet for City Council Meeting of:**  
12/16/2019

<b>Date Rec'd</b>	12/3/2019
<b>Clerk's File #</b>	ORD C35872
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	
<b>Submitting Dept</b>	PUBLIC WORKS
<b>Contact Name/Phone</b>	SCOTT SIMMONS X6584
<b>Contact E-Mail</b>	SMSIMMONS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	SBO - INCREASED CLEANUP OF ILLEGAL ENCAMPMENTS & ILLEGAL DUMPING

**Agenda Wording**

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane

**Summary (Background)**

The City responds to public complaints of illegal dumping in the ROW, code enforcement complaints of abandoned/derelict homes and abatement of such, and illegal camping on public and private property. The City incurs personnel costs and disposal costs to respond to these complaints. Given the rise in volume, an SBO is required to fund the unbudgeted expenses.

<b><u>Fiscal Impact</u></b>		Grant related?	NO	<b><u>Budget Account</u></b>	
		Public Works?	NO		
Revenue	\$ 500,000			#	4500-99999-99999 undesignated reserves
Expense	\$ 250,000			#	4500-43313-37173-54117 (SW abatement/Littert)
Expense	\$ 250,000			#	4500-43313-37173-54117 (illegal encampment)
Select	\$			#	
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>		
<b><u>Dept Head</u></b>		HARRIS, CLINT E.		<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		SIMMONS, SCOTT M.		PSCHC 11/4/19	
<b><u>Finance</u></b>		ORLOB, KIMBERLY		<b><u>Other</u></b>	
<b><u>Legal</u></b>		SCHOEDEL, ELIZABETH		<b><u>Distribution List</u></b>	
<b><u>For the Mayor</u></b>		ORMSBY, MICHAEL		smsimmons@spokanecity.org	
<b><u>Additional Approvals</u></b>			korlob@spokanescity.org		
<b><u>Purchasing</u></b>				jsalstrom@spokanecity.org	
				cconklin@spokanecity.org	
				pingiosi@spokanecity.org	

ORDINANCE NO C35872

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Solid Waste Funds, 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 Solid Waste Fund, and the budget annexed thereto with reference to the Solid Waste Fund, the following changes be made:

FROM:	4500-99999 99999	Solid Waste Fund Undesignated Reserves	<u>\$ 500,000</u>
TO:	4500-43313 37173-54117	Solid Waste Fund IF Code Enforcement (solid waste abatement & litter control)	<u>\$ 250,000</u>
	4500-43313 37173-54117	Solid Waste Fund IF Code Enforcement (illegal encampment cleanups)	<u>\$ 250,000</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 the increase in Solid Waste complaints and cleanup costs related to illegal encampments, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	Illegal Encampments and Illegal Dump Cleanups
<b>Date:</b>	11/04/19
<b>Author (email &amp; phone):</b>	Scott Simmons <a href="mailto:smsimmons@spokanecity.org">smsimmons@spokanecity.org</a> 625-6584
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Clean and Safe
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO for increased cleanup of homeless encampments and illegal dumping
<b>Background/History:</b> The City responds to public complaints of illegal dumping in the ROW, code enforcement complaints of abandoned/derelict homes and abatement of such, and illegal camping on public and private property. The City incurs personnel costs and disposal costs to respond to these complaints. Given the rise in volume, an SBO is required to fund the unbudgeted expenses.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Increase in number of homeless encampments requiring cleanup</i></li> <li><i>City responding more rapidly to reported illegal camping</i></li> <li><i>Continued rise in illegal dumping in ROW and abatements involving Code enforcement and Litter Crew</i></li> <li><i>SBO of \$500,000 needed to cover unbudgeted expenses</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**Agenda Sheet for City Council Meeting of:**  
12/16/2019

<b>Date Rec'd</b>	12/3/2019
<b>Clerk's File #</b>	ORD C35873
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER
<b>Contact Name/Phone</b>	KRIS BECKER X6392
<b>Contact E-Mail</b>	KBECKER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	SBO - ILLEGAL ENCAMPMENT CLEANUPS

**Agenda Wording**

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane gover

**Summary (Background)**

In May, the City launched a pilot program to more effectively and efficiently respond to reports of illegal camping on public and private property. A second crew was hired to assist the litter crew in the clean-up of the camps. The City incurred additional personnel costs and contractual costs to respond to these complaints. An SBO is required to fund the unbudgeted expenses.

<b><u>Fiscal Impact</u></b>		Grant related? NO	<b><u>Budget Account</u></b>	
		Public Works? NO		
Revenue	\$ 75,000		#	1200-58201-99999-34919-99999
Expense	\$ 41,557		#	1200-58201-24600-08490-99999
Expense	\$ 3,179		#	1200-58201-24600-52110-99999
Expense	\$ 30,264		#	1200-58201-24600-54201-99999
<b><u>Approvals</u></b>			<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>		BECKER, KRIS	<b><u>Study Session</u></b>	Urban Experience 12/16
<b><u>Division Director</u></b>		CORTRIGHT, CARLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>		ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		PICCOLO, MIKE	kbecker@spokanecity.org	
<b><u>For the Mayor</u></b>		ORMSBY, MICHAEL	lwilliams@spokanecity.org	
<b><u>Additional Approvals</u></b>			korlob@spokanescity.org	
<b><u>Purchasing</u></b>			lgarcia@spokanecity.org	
			jlargent@spokanecity.org	
			pingiosi@spokanecity.org	



ORDINANCE NO C35873

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Code Enforcement 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 Code Enforcement Fund, and the budget annexed thereto with reference to the Code Enforcement Fund, the following changes be made:

FROM:	1200-58201	Code Enforcement Fund	
	99999-34919	IF Other General Govt Services	75,000
TO:	1200-58201	Code Enforcement – illegal camping	
	24600-08490	Temp Seasonal	<u>\$ 41,557</u>
	1200-58201	Code Enforcement – illegal camping	
	24600-52110	Social Security	<u>3,179</u>
	1200-58201	Code Enforcement – illegal camping	
	24600-54201	Contractual Services	<u>\$ 30,264</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 the increase in cleanup costs related to illegal camping, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Code Enforcement
<b>Subject:</b>	Illegal Encampments Cleanup
<b>Date:</b>	12/3/19
<b>Author (email &amp; phone):</b>	Kris Becker kbecker@spokanecity.org 625-6392
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Clean and Safe
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO for increased cleanup of homeless encampments
<b>Background/History:</b> In May, the City launched a pilot program to more effectively and efficiently respond to reports of illegal camping on public and private property. A second crew was hired to assist the litter crew in the clean-up of the camps. The City incurred additional personnel costs and contractual costs to respond to these complaints. An SBO is required to fund the unbudgeted expenses.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Increase in number of homeless encampments requiring cleanup</li> <li>• City responding more rapidly to reported illegal camping</li> <li>• SBO of \$75,000 needed to cover unbudgeted expenses</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

12/16/2019

**Date Rec'd**

12/2/2019

**Clerk's File #**

ORD C35874

**Renews #****Submitting Dept**

POLICE

**Cross Ref #****Contact Name/Phone**JACQUI 625-4109  
MACCONNELL**Project #****Contact E-Mail**

JMACCONNELL@SPOKANEPOLICE.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

0680 - SBO RECYCLED BRASS

**Agenda Wording**

Ordinance amending Ordinance No. C-35703 passed by Council on December 10, 2018 to make changes in the appropriations of the General Fund - POLICE, FROM General Fund - POLICE TO, Various Accounts, same fund.

**Summary (Background)**

Several agencies around Spokane use the Academy's Firing range for training. Spent ammunition brass casings are collected and recycled locally and the money collected is then returned as funds back to the city. The Range would like to increase its operating budget so it can purchase range supplies and make a few upgrades before year-end.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Revenue \$ 14,130.00

# 0680-11460-21400-36911-99999

Expense \$ 14,130.00

# 0680-11460-21400-VARIOUS-99999

Select \$

#

Select \$

#

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

KING, KEVIN

**Study Session**PSCHC Meeting  
12/02/2019**Division Director**

LUNDGREN, JUSTIN

**Other****Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

PICCOLO, MIKE

spdfinance

**For the Mayor**

ORMSBY, MICHAEL

jmacconnell@spokanepolice.org

**Additional Approvals****Purchasing**

ORDINANCE NO C35874

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Police 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 Police Fund, and the budget annexed thereto with reference to the Police Fund, the following changes be made:

FROM:	0680-11460 21400-36911	Police Fund – Academy Sale of Recycling Materials	<u>\$ 14,130</u>
TO:	0680-11460 21400-53206	Police Fund – Academy Ammunition	3,313
	0680-11460 21400-53210	Police Fund – Academy Repair & Maintenance Supplies	922
	0680-11460 21400-53526	Police Fund – Academy Weapons	9,290
	0680-11460 21400-53201	Police Fund – Academy Operating Supplies	605
			<u>\$ 14,130</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 order and purchase police equipment and supplies and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	SBO to recognize revenue from recycled brass for Academy upgrades and equipment
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	Jacqui MacConnell <a href="mailto:JMACCONNELL@SPOKANEPOLICE.ORG">JMACCONNELL@SPOKANEPOLICE.ORG</a> 625-4109
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO to recognize \$14,130 from the disposal and recycling of spent ammunition brass with an increase to the operating budget of the Police Academy.
<b>Background/History:</b> SPD along with outside agencies use the range for firearms and reality based training, firearms proficiency and qualifications. Spent ammunition brass casings are collected and recycled locally and the money collected is then returned as funds back to the city.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Spent ammunition brass is collected and recycled on a recurring basis throughout the year.</i></li> <li><i>SPD has recovered \$14,130 year-to-date from the recycling of brass.</i></li> <li><i>Request increase to the Academy's operating budget to purchase supplies for range upgrades and equipment. Below are the items that would be purchased with these funds.</i></li> <li><i>(10) Aimpoint Pro Optics for patrol rifles- \$4,802.49</i></li> <li><i>(8) Bravo Company rifle upper receivers- \$4,488.51</i></li> <li><i>(10) Cases of 9mm Federal ammunition- \$3,312.90</i></li> <li><i>(30) Paintball style goggle/facemasks- \$604.74</i></li> <li><i>(20) Foam board signs- \$724.50</i></li> <li><i>Screws/paint/boards- \$196.86</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**Agenda Sheet for City Council Meeting of:**  
12/16/2019

<b>Date Rec'd</b>	12/3/2019
<b>Clerk's File #</b>	ORD C35875
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT
<b>Contact Name/Phone</b>	DAVE STEELE X6064
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	SBO - INTERMODAL FACILITY

**Agenda Wording**

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane

**Summary (Background)**

The Intermodal Facility is a City owned facility that provides transit options for AMTRAK and Greyhound customers. This facility has been the City of Spokane's responsibility since 1983 when the City partnered in revitalizing the facility. Long term tenants, difficult hours of operations, and limited leasing opportunities make this facility a challenge to manage and maintain. This SBO provides additional maintenance and repair dollars to cover general operating expenses for the remainder of 2019

<b>Fiscal Impact</b>		Grant related? NO	<b>Budget Account</b>	
		Public Works? NO		
Revenue	\$ 73,000		# 0100-99999-99999 undesignated reserves	
Expense	\$ 73,000		# 0980-89000-97147-80101-99999	
Revenue	\$ 150,000		# Various	
Expense	\$ 150,000		# 1570-23100-18200-54802-99999	
<b>Approvals</b>			<b>Council Notifications</b>	
<b>Dept Head</b>		STEELE, DAVID	<b>Study Session</b>	Urban Experience 12/16
<b>Division Director</b>		STOPHER, SALLY	<b>Other</b>	
<b>Finance</b>		ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>		PICCOLO, MIKE	dsteele@spokanecity.org	
<b>For the Mayor</b>		ORMSBY, MICHAEL	lwilliams@spokanecity.org	
<b>Additional Approvals</b>			korlob@spokanescity.org	
<b>Purchasing</b>			pingiosi@spokanecity.org	

ORDINANCE NO C35875

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the General Fund and Intermodal 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 budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999 99999	General Fund Undesignated Reserves	\$ 73,000
TO:	0980-89000 97147-80101	TBD-2019 Residential G/O Operating Transfer to Intermodal	\$ 73,000

Section 2. That in the budget of the Intermodal Fund, and the budget annexed thereto with reference to the Intermodal Fund, the following changes be made:

FROM:	1570-23100 99999-39710	Intermodal From General Fund	\$ 73,000
	1570-23100 99999-36231	Intermodal Space/Facility Lease	\$ 77,000
TO:	1570-23100 18200-54802	Intermodal Building Repairs/Maintenance	\$ 150,000

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from increased maintenance and security costs and Intermodal Facility, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

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Mayor

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Date

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Effective Date



## Briefing Paper

### Finance Committee

<b>Division &amp; Department:</b>	Finance - Asset Management
<b>Subject:</b>	SBO Providing additional dollars for the Intermodal Facility
<b>Date:</b>	December 10th, 2019
<b>Author (email &amp; phone):</b>	Dave Steele, <a href="mailto:dsteeler@spokanecity.org">dsteeler@spokanecity.org</a> 625-6064
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	December 10th, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of an SBO authorizing additional dollars for Intermodal Facility Operating expenses
<b>Background/History:</b> <p>The Intermodal Facility is a City owned facility that provides transit options for AMTRAK and Greyhound customers. This facility has been the City of Spokane's responsibility since 1983 when the City partnered in revitalizing the facility.</p> <p>Long term tenants, difficult hours of operations, and limited leasing opportunities make this facility a challenge to manage and maintain.</p> <p>This SBO provides additional maintenance and repair dollars to cover general operating expenses for the remainder of 2019</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>○ This SBO provides additional dollars from the General Fund in the amount of \$73,000 and \$77,000 from Intermodal Facility Leases to the Intermodal Building Repairs and Maintenance budget line, providing operating revenue of \$150,000 for the remainder of 2019.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

12/16/2019

<u>Date Rec'd</u>	12/11/2019
<u>Clerk's File #</u>	ORD C35876
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES 509-625-6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5600- SBO HOTEL MOTEL TAX

**Agenda Wording**

Special Budget Ordinance to add budget capacity for receipt and intergovernmental payments to the Public Facilities District for Hotel Motel Tax collected for 2019.

**Summary (Background)**

Hotel Motel Tax payments to the Public Facilities District was budgeted at \$4,206,298 with a matching revenue. It is expected that the actual amounts will be \$4,585,860 so a Special Budget Ordinance is necessary to add budget capacity to the Hotel Motel Tax Fund so that payments received for hotel motel tax can be paid to the Public Facilities District for 2019 without exceeding the current budgetary appropriations

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue	\$ 400,000	# 1590-25300-99999-31330-99999
Expense	\$ 400,000	# 1590-25300-57300-55201-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>	PIES 12/16/19
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

## Briefing Paper

<b>Division &amp; Department:</b>	Accounting
<b>Subject:</b>	SBO Hotel Motel Tax
<b>Date:</b>	12/16/19
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhuges@spokanecity.org">mhuges@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Special Budget Ordinance to add budget capacity for intergovernmental payments to the Public Facilities District
<b>Background/History:</b>	
<p><i>Hotel Motel Tax payments to the Public Facilities District was budgeted at \$4,206,298 with a matching revenue. It is expected that the actual amounts will be \$4,585,860 so a Special Budget Ordinance is necessary to add budget capacity to the Hotel Motel Tax Fund so that payments received for hotel motel tax can be paid to the Public Facilities District for 2019 without exceeding the current budgetary appropriations.</i></p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO C35876

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Property Acquisition 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 Hotel Motel Tax Fund, and the budget annexed thereto with reference to the Hotel Motel Tax Fund, the following changes be made:

TO:	1590-25300	Hotel Motel Tax	
	99999-31330	Hotel Motel Transient Tax	\$ 400,000

FROM:	1590-25300	Hotel Motel Tax	
	57300-55201	IG Payment from Fed/Sate/Local	<u>\$ 400,000</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 for intergovernmental payments to the Public Facilities District for payments received from Hotel Motel Tax, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## ORDINANCE NO. C-38577

An ordinance amending the 2019 budget, enacted as Ordinance No. C-35703 (Dec. 10, 2018) and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage"; and declaring an emergency.

**WHEREAS**, subsequent to the adoption of the 2019 budget ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance.

**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:

<b>FROM:</b>	0100-99999-99999-99999	General Fund -- Unappropriated Reserves	<b><u>\$208,311</u></b>
<b>TO:</b>	0100-99999-98715-80101	General Fund – Operating Transfers out to Asset Management Fund – Capital	<b><u>\$208,311</u></b>
<b>FROM:</b>	5901-49854-73200-542010100-99999-98715-80101	Asset Management Fund – Capital Contractual Services	<b><u>\$208,311</u></b>
<b>TO:</b>	5901-48954-99999-39710	Asset Management Capital – Operating Transfer in from General Fund	<b><u>\$208,311</u></b>

**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 support the new Spokane Arts \$375,000 multi-year contract; 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** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

12/16/2019

**Date Rec'd**

12/3/2019

**Clerk's File #**

RES 2019-0116

**Renews #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

**Project #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

4700- RESOLUTION FOR THE VACATION OF RIVERSIDE BETWEEN GRANT &amp; LOT 10

**Agenda Wording**

Resolution setting hearing before the City Council for January 27, 2019 for the vacation of Riverside Avenue from the west line of Grant Street to the west line of Lot 10 of the Plat of Railroad addition, as requested by the City of Spokane Staff.

**Summary (Background)**

City staff wishes to initiate this right-of-way vacation by resolution.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session**Urban Experience  
12/9/19**Division Director**

CORTRIGHT, CARLY

**Other****Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

edjohnson@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

**Purchasing**

jwest@spokanecity.org

ccortright@spokanecity.org

korlob@spokanecity.org

dnorman@spokanecity.org



## RESOLUTION 2019-0116

A RESOLUTION INITIATING THE VACATION OF CITY RIGHT-OF-WAY AND SETTING A HEARING FOR THE VACATION OF RIVERSIDE AVENUE BETWEEN THE WEST LINE OF GRANT STREET AND THE WEST LINE OF LOT 10 OF THE PLAT OF RAILROAD ADDITION TO THE CITY OF SPOKANE.

WHEREAS, pursuant to Chapter 35.79 RCW, the City may initiate by resolution the vacation of any street or portion thereof when it is in the public interest; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That a hearing on the petition to vacate the Riverside Avenue between the west line of Grant Street and the west line of Lot 10 of the Plat of Railroad Addition, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 27, 2020**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**P1907477VACA**

E Martin Luther King Jr Way

E Riverside Ave

E Riverside-Sprague Aly

N Grant St

E Sprague Ave

S Spokane St

S Grant St

E 1st Ave

0 50 100 150  
Feet



**Right-of-way Description:**  
**Riverside Ave between the west line of**  
**Grant St and west line of Lot 10 of Railroad**  
**Addition to the City of Spokane**

**Legend**

 vacation

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





**Agenda Sheet for City Council Meeting of:**  
12/16/2019

<b>Date Rec'd</b>	12/3/2019
<b>Clerk's File #</b>	RES 2019-0117
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700- RESOLUTION OF VACATION OF THOR BETWEEN GARNET & GLASS

**Agenda Wording**

Resolution setting hearing before the City Council for January 27, 2019 for the vacation of the east 37.5 feet of Thor St. between Garnet Ave and Glass Ave, as requested by Dat Nguyen.

**Summary (Background)**

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

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b>	PIES 11/25/19
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	ebrown@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<b><u>Additional Approvals</u></b>		kbecker@spokanecity.org	
<b><u>Purchasing</u></b>		jwest@spokanecity.org	
		ccortright@spokanecity.org	
		korlob@spokanecity.org	
		dnorman@spokanecity.org	

## RESOLUTION 2019-0117

WHEREAS, on October 7, 2019, the Spokane City Council received a petition for the vacation of the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That a hearing on the petition to vacate the east 37.5 feet of Thor Street between the north line of Garnet Avenue and the south line of the plat of JJ Hill Estates, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 27, 2020**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



**P1906484VACA**



**Right-of-way Description:**  
The east 37.5' of Thor St. north of  
Garnet and adjacent to Lot 7, Block  
34 in the plat of Minnehaha Addition

**Legend**

 vacation

THIS IS NOT A LEGAL DOCUMENT.  
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from various sources and is subject to constant  
revision. Information shown on this map should  
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streets, etc.





**Agenda Sheet for City Council Meeting of:**  
12/16/2019

<b>Date Rec'd</b>	12/3/2019
<b>Clerk's File #</b>	RES 2019-0118
<b>Renews #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ELDON BROWN 6305	<b>Project #</b>	
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4700- RESOLUTION FOR VACATION OF ALLEY BETWEEN 14TH & WOODLAND		

**Agenda Wording**

Resolution setting hearing before City Council for January 27, 2020 for the vacation of the alley between 14th Ave & vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition

**Summary (Background)**

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

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b>	Urban Experience 11/25/19
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	ebrown@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<b><u>Additional Approvals</u></b>		kbecker@spokanecity.org	
<b><u>Purchasing</u></b>		jwest@spokanecity.org	
		ccortright@spokanecity.org	
		korlob@spokanecity.org	
		dnorman@spokanecity.org	



## RESOLUTION 2019-0118

WHEREAS, on September 3, 2019, the Spokane City Council received a petition for the vacation of the alley between 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between 14<sup>th</sup> Avenue and vacated Woodland Boulevard, from the west line of Lindeke Street to the west line Lot 2, Block 1 of the plat of Woodland Addition, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 27, 2020** and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



# P1905553VACA

W 13th Ave

S US 195 HWY

W 14th Ave

S Milton St

S Lindeke St

W 15th Ave

S Cochran St

0 50 100 150 Feet



**Right-of-way Description:**  
The alley between Lindeke St. and  
the railroad and north of 14th Ave

## Legend

 vacation

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from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
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streets, etc.





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

12/09/2019

<u>Date Rec'd</u>	11/14/2019
<u>Clerk's File #</u>	RES 2019-0113
<u>Renews #</u>	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	NATHANIEL J. 625-6288	Project #	
Contact E-Mail	NODLE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	PD. THOROUGH
Agenda Item Name	0500 SETTLEMENT RESOLUTION		

Agenda Wording

Resolution approving claim of Adriano Eva settled through mediation.

Summary (Background)

Approving settlement of Adriano Eva claim for \$100,000.00 through mediation.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ \$100,000.00	# 5800-78100-19000-54601
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> Executive Session
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	DALTON, PAT	nodle@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	tstrothman@spokanecity.org
Additional Approvals		james.scott@ascrisk.com
<u>Purchasing</u>		mormsby@spokanecity.org
<u>RISK MANAGEMENT</u>	ORMSBY, MICHAEL	

RESOLUTION RE SETTLEMENT  
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Adriano Eva ("Claimant") on June 3, 2019, arising out of events occurring in late 2018 and early 2019 in the City of Spokane, as more fully described in his claim for damages; and

WHEREAS, the City of Spokane ("the City") has determined to resolve all claims with Claimant and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of One Hundred Thousand Dollars (\$100,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it solved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00) to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims held, asserted or un-asserted, by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

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

11/11/2019

**Date Rec'd**

10/23/2019

**Clerk's File #**

ORD C35836

**Renews #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

BEN STUCKART 6256269

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Final Reading Ordinance

**Agenda Item Name**

0320 NOEL COMMUNICATIONS FRANCHISE ORDINANCE

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance).

**Summary (Background)**

the City of Spokane granted to Noel Communications, Inc., a franchise as set forth in Ordinance No. C35118, effective September 24, 2014, to use the public right of way for the purpose of providing telecommunications services to the public. Noel Communications plans to enter into an agreement (the "Purchase Agreement") to sell certain of its assets and related business operations, including the Franchise (collectively, the "Business"), to Wholesail Networks LLC.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

MCDANIEL, ADAM

**Division Director****Finance**

BUSTOS, KIM

**Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other**

PIES 9/23/19

**Distribution List**

tszambelan@spokanecity.org

**Additional Approvals****Purchasing**



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

**Agenda Wording**

**Summary (Background)**

Noel Communications submitted a letter to the City of Spokane on or about August 13, 2019, requesting consent to the Assignment of the Franchise from Noel Communications to Wholesail Networks. The City of Spokane has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the City of Spokane. The City of Spokane has concluded the Assignee meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## ORDINANCE NO. C35836

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunication service to the public to Noel Communications, Inc., subject to certain conditions and duties as further provided (in the ordinance).

**WHEREAS**, the City of Spokane ("Grantor") granted to Noel Communications, Inc., a Washington corporation ("Grantee"), a franchise as set forth in Ordinance No. C35118, effective September 24, 2014, to use the public right of way for the purpose of providing telecommunications services to the public in the City of Spokane (the "Franchise");

**WHEREAS**, Grantee plans to enter into an agreement (the "Purchase Agreement") to sell certain of its assets and related business operations, including the Franchise (collectively, the "Business"), to Wholesail Networks LLC, a Washington limited liability company ("Assignee");

**WHEREAS**, Grantee submitted a letter to Grantor on or about August 13, 2019, requesting Grantor's consent to the Assignment of the Franchise from Grantee to Assignee (the "Consent Request");

**WHEREAS**, in connection with the consummation of the sale of the Business to Assignee, which is anticipated to take place on or around August 31, 2019 (the "Closing"), Grantee desires to assign its rights and delegate its obligations under the Franchise to Assignee (the "Assignment");

**WHEREAS**, Grantor has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the Franchise;

**WHEREAS**, all written comments and staff reports have been received, and made a part of the record; and

**WHEREAS**, based on the foregoing, Grantor has concluded Assignee has established it meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network.

### **NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:**

**Section 1.** Grantor hereby approves the Consent Request and consents to the transactions contemplated by the Purchase Agreement and the Assignment.

**Section 2.** Grantor confirms that: (a) the Franchise was duly issued to Grantee, is

valid and enforceable in accordance with its terms, and is in full force and effect; (b) other than as set forth in this Ordinance, there have been no amendments or modifications to the Franchise; (c) to Grantor's knowledge, there are no defaults under the Franchise, and no event has occurred and is continuing which, with the giving of notice or passage of time, or both, could constitute a default thereunder; and (d) upon the Closing, the duly authorized franchisee under the Franchise will be Assignee.

**Section 3.** Assignee may hereafter, without the need to obtain the prior consent of Grantor, from time to time: (a) assign or transfer its assets, including the Franchise, provided however, that such assignment or transfer is to a parent or subsidiary of Assignee or another entity under direct or indirect control of the parent of Assignee; (b) restructure its debt or change the ownership interests among its equity participants, and/or its affiliates; (c) pledge or grant a security interest in its assets, including but not limited to the Franchise, or of the ownership interests in Assignee, to any secured lender(s) for purposes of securing indebtedness.

**Section 4.** The Franchise and this Ordinance were and are made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to Grantor, and with all applicable notice and procedure requirements, and do not conflict with the laws, ordinances, resolutions and other regulations of Grantor, as presently in effect or as the same were in effect at the time the particular action was taken.

**Section 5.** Grantor's approval of the Consent Request and its consent to the Assignment of the Franchise to Assignee shall be effective from and after its adoption and approval by the Grantor. Assignee shall notify the Grantor in writing upon the date of the Closing.

**Section 6.** Grantor releases Grantee, effective upon the Closing, from all obligations and liabilities (including any guarantee or surety) under the Franchise related to the period on and after the date of the Closing; and Assignee shall be responsible for any obligations and liabilities under the Franchise related to the period on and after the date of the Closing.

**PASSED** by the City Council on \_\_\_\_\_.

---

Council President

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

12/02/2019

**Date Rec'd**

11/19/2019

**Clerk's File #**

ORD C35857

**Renews #****Submitting Dept**

FINANCE &amp; ADMIN

**Cross Ref #****Contact Name/Phone**

PAUL INGIOSI 625-6061

**Project #****Contact E-Mail**

PINGIOSI@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Final Reading Ordinance

**Requisition #****Agenda Item Name**

0410 - 2020 BUDGET ADOPTION

**Agenda Wording**

Adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2020, providing it shall take effect immediately upon passage.

**Summary (Background)**

The City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075, to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2019.

**Fiscal Impact**

Grant related? NO

**Budget Account**

Public Works? NO

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

HUGHES, MICHELLE

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

STOPHER, SALLY

**Other****Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

lwilliams@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

pingiosi@spokanecity.org

**Additional Approvals**

gcooley@spokanecity.org

**Purchasing**



## **ORDINANCE NO. C35857**

An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first-class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2019; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2019, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2020 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2020, as set forth in the document attached hereto and entitled, "2020 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2020 Annual Budget, be and the same is, hereby fixed, determined and adopted; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. That the foregoing appropriations are to be paid from the respective funds

as specifically indicated in the 2020 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 4. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council\_\_\_\_\_.

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Mayor

Attest:\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
12/09/2019

<b>Date Rec'd</b>	11/21/2019
<b>Clerk's File #</b>	ORD C35862
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	LORI KINNEAR 5096256715
<b>Contact E-Mail</b>	GBYRD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Final Reading Ordinance
<b>Agenda Item Name</b>	0320 SALARY REVIEW COMMISSION ORDINANCE

**Agenda Wording**

An ordinance relating to the Salary Review Commission; amending SMC sections 2.05.020, 2.05.030, 2.05.040 and 2.05.050.

**Summary (Background)**

Updates the duties of the Salary Review Commission (SRC), which is charged with reviewing and establishing the salaries of the Spokane City Council Members and the Council President pursuant to Chapter 2.05 of the Spokane Municipal Code. As a result of Spokane citizens' August 4, 2015 ballot results, and effective as of September 28, 2015, the Commission is also charged with reviewing and establishing the salary of the Mayor of the City of Spokane, via amended ordinance C-35292.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	ALLERS, HANNAHLEE	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>		<b><u>Other</u></b> PSCHC 12/2/19
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	PICCOLO, MIKE	gbyrd@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		

## ORDINANCE C35862

An ordinance relating to the Salary Review Commission; amending SMC sections 2.05.020, 2.05.030, 2.05.040 and 2.05.050.

The City of Spokane does ordain:

Section 1. The SMC Section 2.05.020 is amended to read as follows:

### **2.05.020 Membership – Term – Removal**

#### **A. Membership.**

The commission shall consist of five members who are residents and registered voters of the City. Appointment shall be as follows:

1. Three Commission members shall have experience in the field of personnel management, or a demonstrated knowledge in the administration of compensation and benefits. Two Commission members shall have experience in finance, business management, or other related fields that demonstrate experience beneficial to the review of total compensation and establishment of salary. ~~((Two members shall be at-large appointments appointed by the mayor with the city council's approval.))~~
2. All members shall be at-large appointments nominated by the mayor and appointed by the city council. ~~((Three members shall be appointed by the mayor with city council approval with one member from each of the three city council districts respectively. The individuals submitted for appointment from the council districts shall be recommended by the city council to the mayor for appointment.))~~
3. Applications for positions to the salary review commission shall be reviewed by the City's ethics committee pursuant to SMC 1.04.170 as an advisory opinion for potential conflicts of interest or other conflicts with the ethics code.
4. The ethics committee's advisory opinion shall be filed with the mayor's office and with the city council.

#### **B. Term.**

Each member of the commission shall serve a four-year term, and no member shall be appointed to more than two terms regardless of whether the terms are held consecutively.

1. More than two years of a four-year term shall count as a whole term.
2. Initial appointments shall be as follows:
  - a. Three members shall be appointed for a period of four years; and
  - b. Two members shall be appointed for two years.

3. All subsequent appointments or reappointments shall be for a four-year term.
4. Appointments may be made to complete an unexpired term in the event of a vacancy.

C. Removal.

Commission members may only be removed during their terms of office by the city council with a recommendation from the mayor for cause of:

1. incapacity,
2. incompetence,
3. neglect of duty,
4. malfeasance in office, or
5. for a disqualifying change in:
  - a. residence, or
  - b. voter status.

D. Compensation.

Commission members shall serve without compensation.

E. Qualifications.

~~((1. Commission members shall have experience in finance, business management, or personnel management, or other related fields that demonstrate experience beneficial to the review and establishment of salaries for elected officials.))~~

~~((2))~~1. Officers, officials, and employees of the City and their immediate family members shall not be eligible to serve on the commission.

a. For the purposes of this section, "immediate family member" shall mean a:

- i. parent,
- ii. stepparent,
- iii. in-law,
- iv. spouse,
- v. sibling,
- vi. stepsibling,
- vii. child,
- viii. stepchild, or
- ix. dependent relative

of the officer, official or employee, whether or not living in the household of the officer, official or employee.

Section 2. That SMC section 2.05.030 is amended to read as follows:

**2.05.030 Definitions**

- A. "Elected officials" means the positions of mayor, council president and all council members.
- B. "Salary" or "salaries", as used in this chapter, means ~~((any fixed compensation paid periodically for work or services.))~~ the annual wage paid for work or services to the positions of mayor, council president and all council members as contained in City Pay Plan A09.

1. ~~((This definition expressly excludes the total cost of any medical or other benefits provided to any elected official, as well as any expenses paid or reimbursed on behalf of an elected official in compliance with the City policies and procedures for expense reimbursements.))~~

Annual Wage – as applied to the positions of mayor, council president and all council members, "annual wage" or "annual wages" shall mean the specific dollar amount identified in City pay plans A09 and shall exclude the cost of all other benefits provided to the employee.

- C. "Total Compensation" shall mean any salary plus any medical, dental, retirement, deferred compensation and all other benefits provided to the elected officials.

Section 3. That SMC section 2.05.040 is amended to read as follows:

**2.05.040 Duties**

- A. It is the goal of the commission to base salaries of the mayor, council president and council members on realistic standards so that the elected officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service. The commission shall have the duty to review and establish the salary of the mayor, council president and council members. The commission shall study the relationship of ~~((salaries))~~ total cost of compensation to the duties of the mayor, council president and council members.
- B. A decision by the commission to change the salary of the mayor, council president or city council members, shall be filed by the commission with the city clerk by May 31<sup>st</sup>, shall be final and shall become effective and incorporated into the city budget without further action of the city council or salary commission.
1. Any change of salary, by the commission shall supersede any ordinance or resolution in effect at the time the salaries are changed but only to the extent of such conflict.

- C. Salary increases established by the commission for the mayor, council president and council members shall be effective on the first pay period of the year following the decision of the commission and shall apply to the mayor, council president and all city council members regardless of their terms of office.
- D. Salary decreases established by the commission shall become effective as to an incumbent mayor, council president or council member at the commencement of their next subsequent terms of office.

Section 4. That SMC section 2.050.050 is amended to read as follows:

#### **2.05.050 Operations of Commission**

- A. The commission may establish its own rules of procedures consistent with the Spokane Municipal Code and state law, which shall include a meeting schedule.
- B. The commission shall annually elect a chair and vice chair from its members.
- C. All meetings of the commission shall be open to the public.
  - 1. At least one of the meetings shall include a public hearing held prior to the commission issuing a decision regarding the establishment of salaries in order to provide an opportunity for the public and the affected elected officials to address the commission.
- D. The commission shall meet to review the salary schedules of the mayor, council president and council members, during even numbered years and may meet more frequently on their own initiative or by a motion of the city council.
  - 1. Decisions of the commission regarding an increase or decrease in the salary schedule shall be filed by the commission with the city clerk by May 31st.
- E. In determining the salaries for the mayor, council president and council members, the commission shall solicit information regarding the elected officials' duties and responsibilities. The commission shall utilize best-practice methodology for determining the elected official's salary giving consideration to data and other information gathered by the City's Human Resources Department and presented to the commission. The commission shall also consider each year information regarding cost of living adjustments (COLA), including the COLA provided by the City to the Managerial and Professional Association in its collective bargaining agreement. Prior to the commission issuing a salary schedule, the commission may request additional financial information and other relevant data from the appropriate city department.
- F. Three members of the commission shall constitute a quorum and the affirmative vote of three members shall be required to approve a salary schedule for the mayor, council president and council members as well as all other matters of the

commission.

- G. The commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.
1. The commission shall provide written documentation forming the basis for the salary schedule.
- H. The commission shall be assisted in performing its duties by staff members; one budget staff member from the city council office and one staff member from the human resources department assigned by the city administration and the City Council. The staff members will research, review, and provide current data to commission about any proposed salary adjustment and may also make recommendations to the commission based on their research.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

12/09/2019

**Date Rec'd**

11/21/2019

**Clerk's File #**

ORD C35863

**Renews #****Submitting Dept**

INTEGRATED CAPITAL

**Contact Name/Phone**

INGA NOTE 625-6331

**Contact E-Mail**

INOTE@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

4250-UPDATE SMC 12.08.040

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

An update of the Arterial Street Map contained in SMC 12.08.040.

**Summary (Background)**

The City completed an overall update of the 20-year Arterial Network Map TR 12 in 2017 with the Comprehensive Plan Chapter 4 work. The City also maintains an Arterial Street Map in SMC 12.08.040, which represents existing conditions on our streets. This map has not been updated since 2008, is missing the West Plains annexation area and has many other inconsistencies with Map TR 12. The Plan Commission approved the proposed map at the November 13, 2019 hearing and recommend to move it forward

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 00

# 00

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

MILLER, KATHERINE E

**Division Director**

SIMMONS, SCOTT M.

**Finance**

ALBIN-MOORE, ANGELA

**Legal**

DALTON, PAT

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other**

Finance 11/18/19

**Distribution List**

eraea@spokanecity.org

inote@spokanecity.org

kemiller@spokanecity.org

bturner@spokanecity.org

ceharris@spokanecity.org

**Additional Approvals****Purchasing**



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

**Agenda Wording**

**Summary (Background)**

for City Council approval.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper City Council

<b>Division &amp; Department:</b>	Integrated Capital Management, Streets, Planning
<b>Subject:</b>	Arterial Street Map SMC 12.08.040
<b>Date:</b>	11/20/2019
<b>Contact (email &amp; phone):</b>	Inga Note, <a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a> , 625-6331
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Comprehensive Plan
<b>Strategic Initiative:</b>	Improving Streets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Correct inconsistencies in the arterial street map in SMC 12.08.040

**Background/History:** The City completed an overall update of the 20-year Arterial Network Map TR 12 in 2017 with the Comprehensive Plan Chapter 4 work, then removed one road using an emergency comprehensive plan amendment in 2019. This map is maintained in Chapter 4 of the Comprehensive Plan <https://static.spokanecity.org/documents/shapingspokane/comprehensive-plan/chapter-4-transportation-v3.pdf>.

The City also maintains an Arterial Street Map in SMC 12.08.040. This map has not been updated since 2008, is missing the West Plains annexation area and has many other inconsistencies with the current Map TR 12. Staff has spent the last few months working on an update with Plan Commission and doing outreach with the neighborhoods. The Plan Commission approved the map at the 11/13/19 hearing and recommend to move it forward for City Council approval.

### Executive Summary:

**Purpose** – To update the map in SMC 12.08.040 so it includes the West Plains Annexation area and better aligns with the updated Map TR 12.

**Use of the Maps** – The uses of the two maps are outlined below.

Comprehensive Plan Map TR 12	Spokane Municipal Code 12.08.040 Map
20+ year plan Anticipated long-term function Preserve right-of-way for future arterials	Current Operations Traffic control decisions Plowing and sweeping priorities Street Design Standards

**Impact to the public** – If adopted, a few changes to the map will lead to signing and striping modifications in the field. These may not be completed until spring 2020 due to weather conditions. A few road segments (17<sup>th</sup>, Alberta, Woodside) were initially proposed for upgrades but ultimately removed during the public involvement process.

Public Outreach – Staff prepared a project webpage with links to the Plan Commission packets, Existing and Proposed maps, an explanation of the map uses, staff contact information and a schedule of public comment opportunities. We also posted information using Nextdoor and attended two neighborhood council meetings to discuss the impacts of changing the map.

Schedule

- Plan Commission workshop – 6/12/19
- Plan Commission workshop – 6/26/19
- PCTS Meeting – 7/9/19
- PIES Committee – 7/22/19
- Community Assembly – 8/1/19
- Neighborhood Council notification and other outreach – August - October
- Plan Commission Workshop – 10/23/19
- Plan Commission Hearing – 11/13/19
- Finance & Administration Committee – 11/18/19
- **City Council – December 2019**

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:

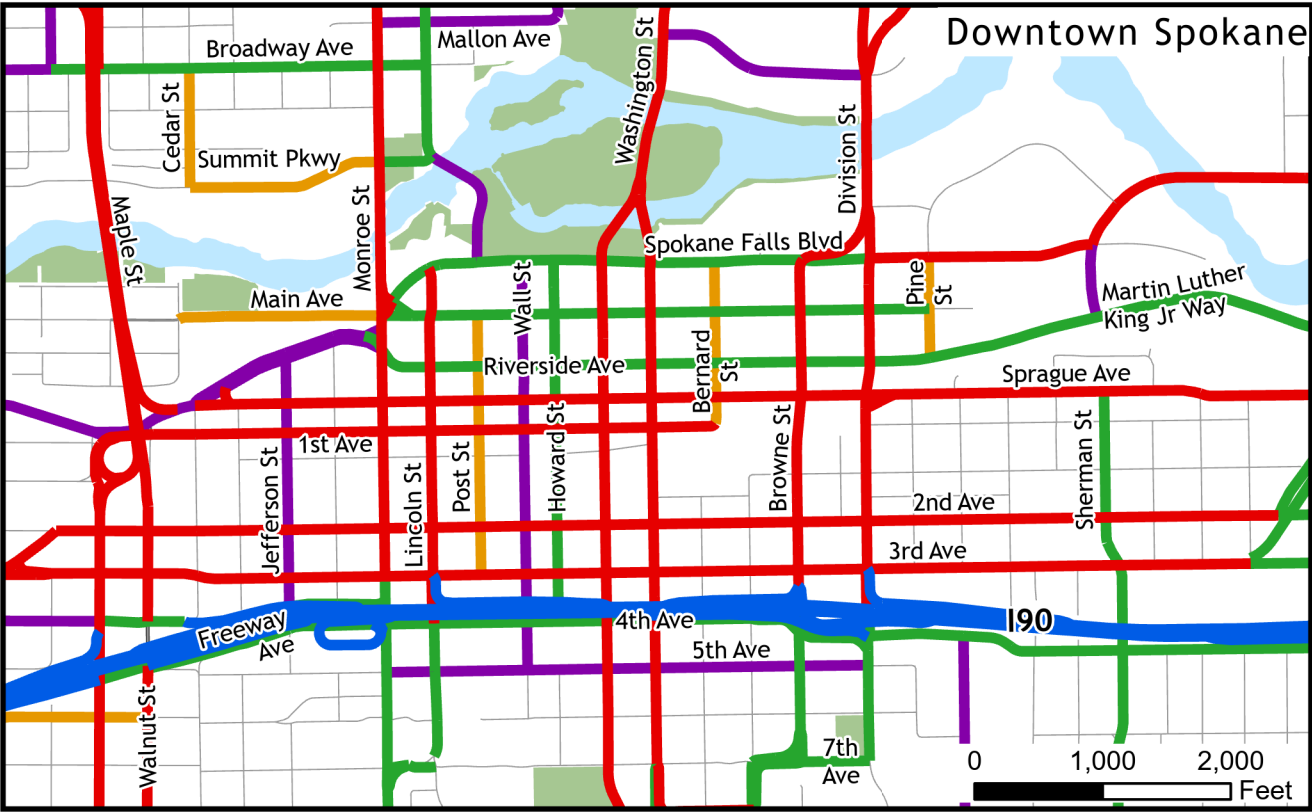
Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

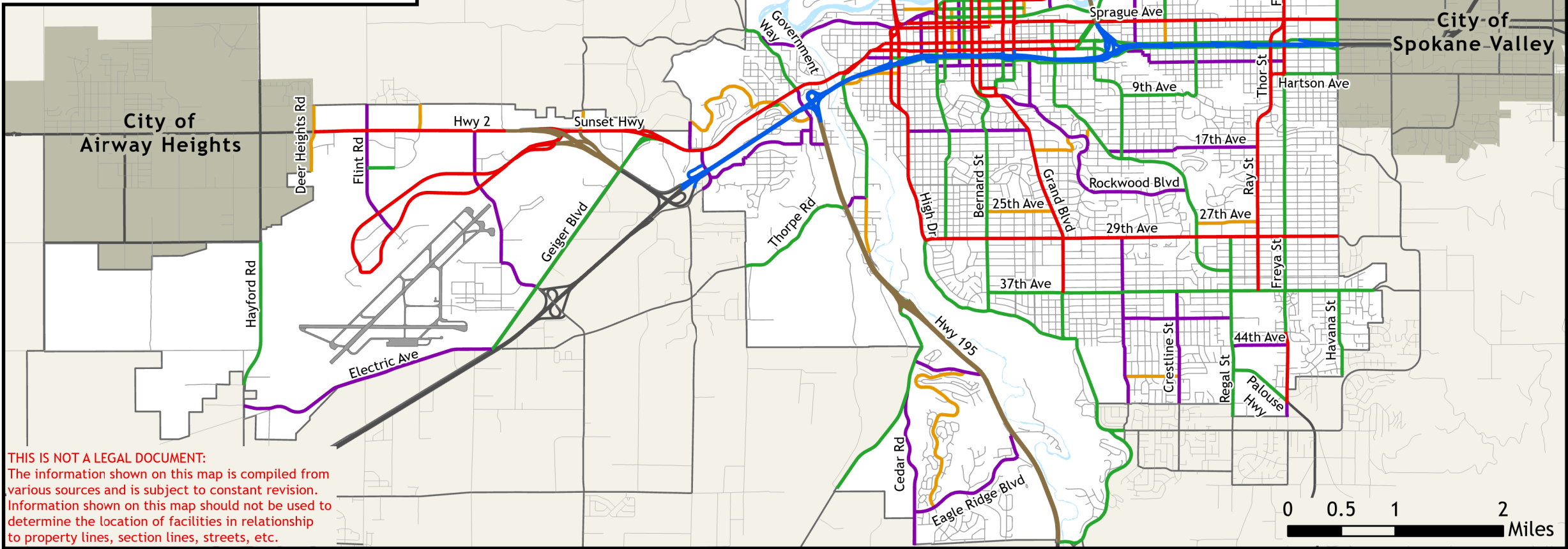
# City of Spokane Official Arterial Street Map SMC 12.08.040



## Legend

- Urban Interstate
- Urban Other Freeways and Expressways
- Urban Principal Arterial
- Urban Minor Arterial
- Urban Major Collector
- Urban Minor Collector
- Urban Local Access
- City of Spokane
- Stream or River

Date: October 2019



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

## **ORDINANCE NO. C35863**

An ordinance relating to arterial streets; changing Section 12.08.040 of the Spokane Municipal Code.

**WHEREAS**, the Spokane City Council has adopted an Official Arterial Street Map (Ordinance No. C34255, 2008); and

**WHEREAS**, with the 2011 annexation of the West Plains the City acquired arterial streets from Spokane County (Ordinance No. 34749, 2011) and these streets are not shown on the Official Arterial Street Map; and

**WHEREAS**, the City Council updated the Planned Arterial Network Map in the Comprehensive Plan (Ordinance No. 35509, 2017); and

**WHEREAS**, there are substantial differences between the Planned Arterial Network Map and the Official Arterial Street Map that should be reconciled; and

**WHEREAS**, the Street Department would make necessary changes to signing and striping within four months of adoption; and

**WHEREAS**, following the process outline in the City's regulations, the City's Plan Commission has recommended approval of the amendments to the City's Official Arterial Street Map;

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is adopted these updates to Title 12 of the Spokane Municipal Code to read as follows:

### **Chapter 12.08 Regulation of Traffic**

#### **Section 12.08.040 Official Arterial Street Map**

- A. The arterials within the City of Spokane are hereby designated and classified on the Official Arterial Street Map that is maintained by the city engineer. Changes to the Official Arterial Street Map require city council approval.
- B. This section does not preclude arterial streets from being further designated ~~((and classified))~~ for ~~((traffic engineering and))~~ transportation planning purposes in the Comprehensive Plan.

**PASSED** by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effect

## **Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations Regarding Updates to the City's Official Arterial Street Map – SMC 12.08.040**

### **A Recommendation of the Spokane Plan Commission to the City Council to APPROVE updates to the City's Official Arterial Street Map as set forth in SMC 12.08.040**

#### **FINDINGS OF FACT:**

- A. The City recently updated Map TR-12 – Planned Arterial Map that is part of the City's Comprehensive Plan.
- B. The City also maintains an Official Arterial Street Map in SMC 12.08.040. This map has not been updated since 2008 and needs updating to bring it into better alignment with Map TR-12.
- C. A public comment period ran from August 1, 2019 to October 23, 2019. Based on comments received during this comment period, proposed updates to the map were amended to remove arterial designation from a number of street segments.
- D. On June 26, 2019, the Plan Commission held a workshop to study proposed updates to the map.
- E. On July 9, 2019, the Plan Commission Transportation Subcommittee reviewed the proposed updates.
- F. On August 1, 2019 the Community Assembly received a presentation regarding the proposed updates.
- G. On October 23, 2019 the Plan Commission held a final workshop to study the proposed updates.
- H. On October 30, 2019 the City caused notice to be published in the Spokesman Review announcing the November 13, 2019 Plan Commission Public Hearing.
- I. On November 13, 2019 the Plan Commission held a public hearing on the proposal.
- J. As a result of the City's efforts the public has had extensive opportunities to participate throughout the process and persons desiring to comment on the proposal were given ample opportunity to do so.
- K. The Plan Commission finds that the proposal is consistent with the applicable provisions of the comprehensive plan and bears a substantial relation to public health, safety, welfare, and protection of the environment.

#### **CONCLUSIONS:**

Based upon the foregoing findings and the entire record before it, the Plan Commission finds that the proposal is consistent with the applicable provisions of the



comprehensive plan and bears a substantial relation to public health, safety, welfare, and protection of the environment.

**RECOMMENDATIONS:**

The Plan Commission recommends to City Council the APPROVAL of the proposed amendments to the City's Official Arterial Street Map.

DocuSigned by:

*Gregory P Francis*  
DF6D3C2836764CA...

---

**Greg Francis, Vice President Spokane  
Plan Commission November 26, 2019**

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

12/09/2019

**Date Rec'd**

11/20/2019

**Clerk's File #**

ORD C35864

**Renews #****Submitting Dept**

WASTEWATER MANAGEMENT

**Contact Name/Phone**

ANGELA 625-4642

**Contact E-Mail**

ATAGNANI@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

4320 RPWRF PRETREATMENT ORDINANCE CHANGES

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

Change in Ordinance relating to the Industrial Pretreatment Program requirements. Amendments are proposed for SMC 13.03A.0204.

**Summary (Background)**

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. The Program is required and authorized to regulate pollutants from Industrial Users. Pollutants of concern are monitored and limited to protect the treatment facility from pass through and interference.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Dept Head**

COSTER, MICHAEL

**Division Director**

SIMMONS, SCOTT M.

**Finance**

ALBIN-MOORE, ANGELA

**Legal**

SCHOEDEL, ELIZABETH

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session****Other**

Public Safety Committee

**Distribution List**

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**Additional Approvals****Purchasing**



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

**Agenda Wording**

**Summary (Background)**

Periodically, the pollutant limits (local limits) assigned to industrial users are required to be updated based on current conditions. Due to changes in Water Quality Standards for the Spokane River, 2 new treatment plants in our region, outdated collection system data, and changes at the City's wastewater treatment facility since the last local limits were codified, the limits were recalculated.

**Fiscal Impact**

Select      **\$**

Select      **\$**

**Budget Account**

**#**

**#**

**Distribution List**


## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Change in Ordinance - Industrial Pretreatment Program Revised Local Limits
<b>Date:</b>	December 2 <sup>nd</sup> , 2019
<b>Contact (email &amp; phone):</b>	Angela Tagnani, Pretreatment Supervisor, 625-4620 <a href="mailto:atagnani@spokanecity.org">atagnani@spokanecity.org</a> Michael Cannon, Assistant Plant Manager, 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to authorize the Wastewater Treatment Facility Industrial Pretreatment Program Revised Local Limits in SMC 13.03A.0204
<b>Background/History:</b>  <p>The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. The Program is required and authorized to regulate pollutants from Industrial Users. Pollutants of concern are monitored and limited to protect the treatment facility from pass through and interference. Periodically, the pollutant limits (local limits) assigned to industrial users are required to be updated based on current conditions. Due to changes in Water Quality Standards for the Spokane River, 2 new treatment plants in our region, outdated collection system data, and changes at the City's wastewater treatment facility since the last local limits were codified, the limits were recalculated.</p>	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>• <u>Impact</u> – After review of analytical data, current wastewater discharge permit holders should not have any difficulty complying with the new discharge limits. If a problem arises, a schedule for compliance will be incorporated into permits on a case-by-case basis.</li> <li>• <u>Action</u> – Ordinance change to modify local limits in SMC 13.03A.0204</li> <li>• <u>Funding</u> – N/A</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NUMBER C35864\*\*\*\*\*

AN ORDINANCE relating to the Pretreatment requirements; amending SMC Section 13.03A.0204 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

That SMC Section 13.03A.0204 is amended to read as follows:

Section 13.03A.0204 Local Limits [2.4]

- A. The following limits are established as local limits, expressed as Maximum Allowable Discharge Limits. No ~~user or other person~~ Significant Industrial User may discharge wastewater into the POTW in excess of the following concentrations:
- ~~1.~~ 1. Arsenic: ~~0.44~~0.12 mg/L.
  - ~~2.~~ 2. Benzene: < 0.5 mg/L
  - ~~2.~~ 2. Benzene, toluene, ethylbenzene, and xylene (BTEX): A sum of these four constituents' analytical results not to exceed 1.4 mg/L.
  3. Cadmium: ~~0.11~~0.093mg/L.
  4. Total Chromium: ≤ 5.0 mg/L.
  5. Copper: ~~1.90~~0.74 mg/L.
  6. Cyanide: ~~1.91~~0.1 mg/L.
  7. Fats, oils and, grease: See SMC 13.03A.0201(B)(19).
  8. Lead: 0.32 mg/L.
  9. Mercury: ~~0.050~~0.012 mg/L.
  10. Nickel: ~~3.98~~1.74 mg/L.
  - ~~11.~~ 11. Non-polar material (or total petroleum hydrocarbons): Not to exceed 100 mg/L.
  - ~~12.~~ 11. Silver: ~~1.70~~0.46 mg/L.
  - ~~13.~~ 12. Zinc: ~~5.62~~0.59 mg/L.
  - ~~14.~~ 13. The pH limit set in SMC 13.03A.0201(B)(2) may also be enforced as a local limit.
  - ~~15.~~ 14. Molybdenum: ~~1.50~~0.66 mg/L.
  - ~~16.~~ 15. Selenium: ~~1.00~~0.40 mg/L.
- B. Users that discharge wastewater into any sewer that conveys wastewater to Spokane County Regional Water Reclamation Facility must comply with the limits set forth in Spokane County Code Chapter 8.03A 0204.

- C. All concentrations for metallic substances are for “total” metal unless indicated otherwise. The superintendent may impose mass limitations in addition to or in place of the concentration-based limitations shown in subsection (A) of this section. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit applies as the applicable pretreatment standard.
- D. Limits may be established for all users, groups, or specific users. They may be designed to ameliorate temporary or permanent discharge characteristics, or to accommodate any new or special temporary or permanent condition of the POTW, its effluent receiving water, or other environmental problem. The superintendent may set limits as instantaneous maximums or for other durations (e.g., daily maximum or monthly average limits) where deemed proper.
- E. Whenever determined appropriate, the superintendent may develop best management practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of article II of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Date Passed: Monday, January 25, 2016

Effective Date: Thursday, March 10, 2016

ORD C35352 Section 2

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

12/09/2019

Date Rec'd

12/2/2019

Clerk's File #

ORD C35870

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

KATE BURKE 625-6275

Project #Contact E-Mail

KATEBURKE@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - PROHIBITING HIGH-FREQUENCY EMITTING DEVICES KNOWN AS "MOSQUITOS"

Agenda Wording

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

Summary (Background)

Devices often called "mosquitos" emit painful high-frequency sound which, by design, is intended to be audible to children and young adults. "Mosquitos" are intended to create such painful or annoying sound within a public area that people will be compelled to leave the area. The use of these "mosquito" devices in public spaces is a disproportionate, unproven and likely counter-productive method which contradicts our goal to create a vibrant and welcoming city.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study SessionDivision DirectorOtherPSCH Committee,  
12/2/2019Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

## **ORDINANCE NO. C35870**

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called “mosquitos”; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

**WHEREAS**, devices often called “mosquitos” emit painful high-frequency sound which, by design, is only audible to children and young adults; and

**WHEREAS**, “mosquitos” are intended to create such painful or annoying sound within a public area that children and young adults will be compelled to leave the area; and

**WHEREAS**, there has been no research into the health implications of exposure to such high-frequency sound on children and young adults; and

**WHEREAS**, in 2010, the Council of Europe determined that the use of such devices is “degrading and discriminatory” toward youth, and its Parliamentary Assembly, composed of members from the 47 member states, unanimously endorsed a ban on such devices; and

**WHEREAS**, in its October 2008 Concluding Observations, the United Nations Committee on the Rights of the Child recommended that member states “reconsider . . . measures such as the mosquito devices insofar as they may violate the rights of children” such as those provided for in Articles 15 (Freedom of assembly and association), 19 (Protection from physical or mental violence, injury or abuse), and 24 (Right to a high standard of physical and mental health) of the United Nations Convention on the Rights of the Child, an international treaty which the United States signed in February, 1995; and

**WHEREAS**, some property owners in have deployed “mosquito” devices, as a way to harass individuals under the age of 25 who are near their property; and

**WHEREAS**, “mosquito” devices affect all young people – those who are law-abiding and those who are not – by intentionally inflicting painful, high-frequency sound on any young person who is in a public area within range of the device; and

**WHEREAS**, placing these “mosquito” devices where the sound they produce can be heard in public spaces is a disproportionate, unproven and likely counter-productive method for dealing with antisocial behavior, by driving away all young people, regardless of their actual behavior; and

**WHEREAS**, the Spokane City Council finds the use of “mosquito” devices to be discriminatory, harmful to the young people we are determined to protect, and a violation of Spokane’s goal to create and maintain a vibrant city for all people.

**NOW THEREFORE**, the City of Spokane does ordain:



**Section 1.** That section 10.08D.030 of the Spokane Municipal Code is amended to read as follows:

### **Section 10.08D.030 Definitions**

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. "A-weighted sound level" means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. "Ambient sound" means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. "Amplified" means to increase a sound level by electronic, mechanical or other means.
- D. "Amplification equipment" means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. "Background sound level" means the level of all sounds in a given environment, independent of the specific source being measured.
- F. "Commercial noise" means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. "dBA" means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.
- H. "Decibel" (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated "dB."
- I. "EDNA" means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.
- J. "Exterior electrical equipment noise" means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.

- K. “Law enforcement officer” means a police officer or other officials who have a limited police commission.
- L. “Lmax” means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax “fast” is defined as a 125-millisecond time-weighted maximum.
- M. “L(n)” means sound level that is exceeded “n” percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. “Mosquito device” means a device which is intended to emit into public spaces painful or annoying high-frequency sound intended to be audible only to children and young adults.
- O. “Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- P. “Performer” means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.
- Q. “Public disturbance noise” means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. “Unreasonable sound” is defined in this chapter.
- R. “Public right-of-way” means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. “Receiving property” means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. “Sound amplification equipment” means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. “Sound level” means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.
- V. “Sound level meter” means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.

W. “Unreasonable sound” means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

**Section 2.** That section 10.08D.050 of the Spokane Municipal Code is amended to read as follows:

**Section 10.08D.050 Unlawful Sounds (~~(-- Maximum Permissible Environmental Sound Levels)~~)**

A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.08D.050 through SMC 10.08D.080.

B. It is unlawful for any person to use, deploy, or activate a mosquito device, as defined in this chapter, which is capable of being heard in any public space in Spokane.

**Section 3.** That section 10.08D.140 of the Spokane Municipal Code is amended to read as follows:

**Section 10.08D.140 Violation – Penalty**

A. A violation of this chapter, except as noted in subsection (B), shall be a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars, or both such fine and imprisonment.

1. Upon the first criminal conviction, the court shall impose a minimum mandatory fine of five hundred dollars, of which two hundred fifty dollars shall not be suspended or deferred.
2. Upon a subsequent conviction, the court shall impose a minimum mandatory fine of seven hundred dollars, of which four hundred dollars shall not be suspended or deferred.
3. Mandated minimums shall include statutory costs and assessments.

B. The first violation of SMC 10.08D.080, SMC 10.08D.090(C) and SMC 10.08D.120 caused by sounds shall constitute a class 2 civil infraction. A second violation within a one year period shall be a misdemeanor pursuant to SMC 10.08D.140(A).

C. The first violation of SMC 10.08D.050(B) shall constitute a class 2 civil infraction. A second violation within a one-year period shall be a misdemeanor pursuant to SMC 10.08D.140(A).

~~((G.))~~D. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law enforcement officer that the conduct violates this chapter, ~~((and))~~ has been given an opportunity to comply, and has refused to comply. If the individual fails to comply, a law enforcement officer may ~~((than))~~then issue a citation under this section.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

Item not available at time of Packet creation.