

**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, JANUARY 13, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER (VACANT)

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers for January 13, 2020:

User Name: **COS Guest**

Password: **8tx59C5r**

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 during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- 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.
- 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 themselves by name, city of residence 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or 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

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|---------------------------------|
| 1. Purchase from American Medical Response for three LifePak 15 defibrillators for the Fire Department's new apparatus commissioned in 2019—\$64,101.24 (plus tax) (unit price for each: \$21,367.08). | Approve | OPR 2020-0014 RFQ 5162-19 |
| 2. Annual Value Blanket Order with SiteOne Landscape Supply (Spokane, WA) for 2" Reduced Pressure Backflow Prevention Assemblies on an as needed basis for the Water department—not to exceed \$125,000 (incl. tax). | Approve | OPR 2020-0015 RFQ 5214-19 |
| 3. Contract with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for Refractory Installation and Sandblasting Services at the Waste to Energy Facility from February 1, 2020 through January 31, 2022—\$1,900,000 (incl. tax). | Approve | OPR 2020-0016 PW ITB 5196-19 |
| 4. Contract with Unitec Corp. (Seattle, WA) for installation of a new scale, including demolition/removal of the existing scale, at the Northside Landfill—not to exceed \$150,000 (incl. tax). | Approve | OPR 2020-0017 PW ITB 5205-19 |

- | | | |
|--|------------------------------|---------------|
| 5. Special Counsel Contract Amendment with Brian T. Grogan and the law firm of Moss & Barrett, P.A. (Minneapolis, MN) to provide legal services in regard to the Comcast Franchise renewal—increase of \$50,000. Total Contract Amount: \$227,500. | Approve | OPR 2014-0117 |
| 6. Contract with Advanced Radon Technologies for the installation of a Radon Mitigation System at City Hall—\$76,936 (incl. tax). | Approve | OPR 2019-0699 |
| 7. Second Amendment to the City of Spokane Universal Transit Access Pass Agreement (U-TAP) —\$75,700. | Approve | OPR 2017-0727 |
| 8. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through January 3, 2020, total \$15,504,054.07, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$14,679,827.16. | Approve & Authorize Payments | CPR 2020-0002 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Design Review Board: One Reappointment

Confirm

CPR 1993-0069

Plan Commission: One Appointment

Confirm

CPR 1981-0295

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen 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 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. (Council Rule 2.2.E)

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

EMERGENCY ORDINANCES(Require Five Affirmative, Recorded Roll Call Votes)**The following Ordinance (ORD C35837) has been deferred to February 3, 2020.**

~~ORD C35837 Concerning utility fee credits for specific classes of utility accounts in the City of Spokane; amending sections 13.11.020, 13.12.020 and 13.12.050; and adopting a new Chapter 13.13 of the Spokane Municipal Code, and declaring an emergency. (Deferred from December 9, 2019, Agenda)~~

RESOLUTIONS & FINAL READING ORDINANCES(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0004 Renaming the East Central Community Center to the Dr. Martin Luther King, Jr. Community Center (Council Sponsor: Council President Beggs)
- RES 2020-0005 Appointing City Council members to boards, committees, and commissions for 2020. (Council Sponsor: Council President Beggs)
- ORD C35879 Of the City Council of the City of Spokane, Spokane County, Washington amending ordinance No. C34032 in order to revise the description of the public improvements, extend the apportionment period, amend the intergovernmental agreement, and providing for other matters properly related thereto. (Council Sponsor: Council Member Stratton)

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35866 (To be considered under Hearings Item H1.b.)
- ORD C35880 Of the City of Spokane amending Ordinance No. C34470, creating the Spokane University District Revitalization Area. (Council Sponsor: Council President Beggs)

Request motion to suspend Council Rules to add the following item (ORD C35881):

- ORD C35881 Granting a non-exclusive Franchise Agreement to TDS Metrocom, LLC to use the public rights-of-way and other public places in the City of Spokane, for the purpose of providing cable television services with a variety of terms and conditions. (Council Sponsor: Beggs).**

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

Staff requests motion to defer indefinitely the following Hearing and related First Reading Ordinance C35866:

- | | | | |
|-----|---|-------------------------------------|------------|
| H1. | a. Hearing on vacation of the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street, as requested by Richard Ziesmer. | Approve Subject to Conditions | |
| | b. First Reading Ordinance C35866 vacating the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street. | Further Action Deferred | ORD C35866 |

(Deferred from the December 9, 2019, Agenda)

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. 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 fifteen 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: Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum. (Council Rule 2.2.E).

ADJOURNMENT

The January 13, 2020, Regular Legislative Session of the City Council will be held and then City Council is adjourned until January 27, 2020.

Note: The regularly scheduled City Council meeting for Tuesday, January 21, 2020, has been canceled. (There is no meeting on Monday, January 20, 2020, due to the recognized observance of the Martin Luther King, Jr. holiday.)

Note: The January 27, 2020, 6:00 p.m. Legislative Session will be a Town Hall Session held in City Council Chambers.

NOTES



Agenda Sheet for City Council Meeting of:
01/13/2020

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 12/17/2019 |
| <u>Clerk's File #</u> | OPR 2020-0014 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | RE19371 |

| | |
|----------------------------------|---|
| <u>Submitting Dept</u> | FIRE |
| <u>Contact Name/Phone</u> | MIKE LOPEZ X7092 |
| <u>Contact E-Mail</u> | MLOPEZ@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Purchase w/o Contract |
| <u>Agenda Item Name</u> | 1970 PURCHASE OF LIFEPAK DEFIBRILLATORS |

Agenda Wording

On September 18th, 2019 bids were received for three (3) LifePak 15 defibrillators pursuant to RFQ #5162-19. The apparent successful bidder was AMR for \$64,101.24 before tax (unit price was \$21,367.08 each).

Summary (Background)

Proposed purchase with AMR (American Medical Response) for purchase of 3 LifePak 15 defibrillators that will be placed on the 3 new apparatus commissioned in 2019. There were 4 responders-1 bidder did not meet the specifications; 2 bidders failed to respond to follow up questions and, as a result, were considered non-responsive. The apparent successful bidder was AMR for \$69,806.25 including tax.

| | | | | | |
|------------------------------------|----|------------------|-------------------------------------|---------------------------------|------------------------------|
| <u>Fiscal Impact</u> | | Grant related? | NO | <u>Budget Account</u> | |
| | | Public Works? | NO | | |
| Expense | \$ | 69,806.25 | | # | 5901-79125-94000-56401-99999 |
| Select | \$ | | | # | |
| Select | \$ | | | # | |
| Select | \$ | | | # | |
| <u>Approvals</u> | | | <u>Council Notifications</u> | | |
| <u>Dept Head</u> | | SCHAEFFER, BRIAN | | <u>Study Session</u> | |
| <u>Division Director</u> | | SCHAEFFER, BRIAN | | <u>Other</u> | |
| | | | | PSCHC 01/06/20 | |
| <u>Finance</u> | | BUSTOS, KIM | | <u>Distribution List</u> | |
| <u>Legal</u> | | ODLE, MARI | | mlopez@spokanecity.org | |
| <u>For the Mayor</u> | | ORMSBY, MICHAEL | | kaustin@spokanecity.org | |
| <u>Additional Approvals</u> | | | jatwood@spokanecity.org | | |
| <u>Purchasing</u> | | | | fireaccounting@spokanecity.org | |
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Briefing Paper

Public Safety & Community Health

| | |
|---|---|
| Division & Department: | Fire |
| Subject: | Purchase Approval |
| Date: | 12/17/19 |
| Contact (email & phone): | Mike Lopez X7092- mlopez@spokanecity.org |
| City Council Sponsor: | |
| Executive Sponsor: | |
| Committee(s) Impacted: | Public Safety & Community Health Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Budget/Capital Plan |
| Strategic Initiative: | |
| Deadline: | 01/13/2020 |
| Outcome: (deliverables, delivery duties, milestones to meet) | Approval of Purchase |
| <p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Proposed purchase with AMR (American Medical Response) for purchase of 3 LifePak 15 defibrillators that will be placed on the 3 new apparatus commissioned in 2019. There were 4 responders—1 bidder did not meet the specifications; 2 bidders failed to respond to follow up questions and, as a result, were considered non-responsive. The apparent successful bidder was AMR for \$64,101.24 before tax (unit price was \$21,367.08 each).</p> <p>These monitors will be used to replace older heart monitors that are over 10 years in age and beginning to experience increased preventive maintenance costs and efforts in order to remain reliable.</p> | |
| <p><u>Executive Summary:</u></p> <p>On September 18th, 2019 bids were received for three (3) LifePak 15 defibrillators pursuant to RFQ #5162-19. The apparent successful bidder was AMR for \$64,101.24 before tax (unit price was \$21,367.08 each).</p> | |
| <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 type="checkbox"/> Yes <input checked="" 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> | |



Agenda Sheet for City Council Meeting of:
01/13/2020

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|-----------------------|---------------|
| Date Rec'd | 12/16/2019 |
| Clerk's File # | OPR 2020-0015 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | 5214-19 |
| Requisition # | VALUE BLANKET |

| | |
|---------------------------|--|
| Submitting Dept | WATER & HYDROELECTRIC SERVICES |
| Contact Name/Phone | LOREN SEARL 625-7851 |
| Contact E-Mail | LSEARL@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 4100 - 2" REDUCED PRESSURE BACKFLOW PREVENTION DEVICES |

Agenda Wording

Annual value blanket order with SiteOne Landscape Supply (Spokane, WA) not to exceed \$125,000.00 including tax.

Summary (Background)

Request for Quote #5214-19 was publicly issued through the City's electronic bidding portal. Three (3) quotes were received. Award is recommended to SiteOne Landscape Supply as the low responsive, responsible bidder. This value blanket will be valid for one (1) year, with optional annual renewals not to exceed a total term of five (5) years.

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|------------------------------------|-------------------------------------|------------------------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
| | Public Works? NO | |
| Expense \$ 125,000.00 | | # 4100-42440-94000-56595-99999 |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| <u>Approvals</u> | <u>Council Notifications</u> | |
| <u>Dept Head</u> | KEGLEY, DANIEL | <u>Study Session</u> |
| <u>Division Director</u> | SIMMONS, SCOTT M. | <u>Other</u> PSCHC 1/6/2019 |
| <u>Finance</u> | ALBIN-MOORE, ANGELA | <u>Distribution List</u> |
| <u>Legal</u> | SCHOEDEL, ELIZABETH | SJOHNSON@SPOKANECITY.ORG |
| <u>For the Mayor</u> | SANDERS, THERESA | RTREFFRY@SPOKANECITY.ORG |
| <u>Additional Approvals</u> | | |
| <u>Purchasing</u> | PRINCE, THEA | |
| | | |
| | | |
| | | |

Briefing Paper

Public Safety & Community Health Committee

| | |
|---|---|
| Division & Department: | Public Works; 4100 Water & Hydroelectric Services Department |
| Subject: | 2" Reduced Pressure Backflow Prevention Assemblies – Annual Value Blanket Order |
| Date: | 6 January 2020 |
| Author (email & phone): | Loren Searl, lsearl@spokanecity.org , x7851 |
| City Council Sponsor: | |
| Executive Sponsor: | Scott Simmons, Director – Public Works |
| Committee(s) Impacted: | PIES |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | Funding for this order is available in the Water & Hydroelectric Services department budget. |
| Strategic Initiative: | Innovative Infrastructure, Urban Experience |
| Deadline: | The Water & Hydroelectric Services department has need of these assemblies to support the 2020 construction/repair season. |
| Outcome: (deliverables, delivery duties, milestones to meet) | This value blanket order will allow efficient and competitive procurement of 2" Reduced Pressure Backflow Prevention Assemblies on an as-needed, annual basis with optional annual renewals at mutual agreement not to exceed a total term of five (5) years. |
| Background/History: <i>Request for Quotes #5214-19 for 2" Reduced Pressure Backflow Prevention Assemblies – Annual Value Blanket was issued publicly through the City's ProcureWare site and quotes are due Thursday, December 19, 2019. Award will be recommended to the low responsive, responsible bidder. The resulting order will include annual renewal options up to a total term of five (5) years. The value of the annual order is estimated not to exceed \$150,000.00.</i> | |
| Executive Summary: <ul style="list-style-type: none"> • Award Recommended to low responsive, responsible bidder • Estimated Order Value: not to exceed \$150,000.00 including tax • Annual contract term with optional annual renewals up to a total term of five (5) years • Purchase Competed on Request for Quotes #5214-19 | |
| Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A | |
| Operations Impact: 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: N/A Known challenges/barriers: N/A | |



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

914 E. North Foothills Drive

Spokane, Washington 99207

PHONE: 509.625.7800

QUOTE TABULATION

| | | | |
|---|---|--------------|--------------------------|
| Quote Number | 5214-19 | | |
| Description | Two-Inch Reduced Pressure Backflow Prevention Assemblies - Annual Value Blanket | | |
| | Consolidated Supply Co. | Core & Main | SiteOne Landscape Supply |
| 2" Reduced Pressure Backflow Assembly, Qty. 140 | \$ 66,323.60 | \$ 69,300.00 | \$ 63,778.40 |
| Subtotal | \$ 66,323.60 | \$ 69,300.00 | \$ 63,778.40 |
| Sales Tax (8.9%) | \$ 5,902.80 | \$ 6,167.70 | \$ 5,676.28 |
| Quote Total | \$ 72,226.40 | \$ 75,467.70 | \$ 69,454.68 |

| | | | |
|----------------|---------------------|--------------|----------------------------|
| Product Quoted | Watts LF009M2-QT 2" | LF009M2-QT-2 | Watts LF009M2-QT - 0391007 |
|----------------|---------------------|--------------|----------------------------|

*PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.*

Bid Response Summary

Bid Number RFQ 5214-19
Bid Title Two-Inch Reduced Pressure Backflow Prevention Assemblies - Annual Value Blanket
 Thursday, December 19, 2019 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company SiteOne Landscape Supply
Submitted By Michael Dach - Thursday, December 19, 2019 11:00:57 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments

Question Responses

| Reference Number | Question | Response |
|------------------|--|--------------|
| 1 | Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts. | Michael Dach |
| 1 | Supplier acknowledges award of this business (and any annual renewals) is subject to City Council approval. Award of the initial agreement is anticipated in January 2020. | Yes |
| 1 | Supplier agrees this product shall be awarded on a one (1) year value blanket order with the option for annual renewals at mutual consent up to a total term of five (5) years. Supplier acknowledges the quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted. | Yes |
| 2 | Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities. | Yes |
| 1 | Supplier acknowledges the lay length for all product herein quoted shall be 21-3/8". | Yes |
| 2 | Supplier acknowledges all product herein quoted shall be assemblies including ball valves. | Yes |
| 3 | Supplier acknowledges all product herein quoted shall have a stainless bronze body. | Yes |
| 4 | Supplier acknowledges all product herein quoted shall have a single top access cover and modular checks that require no special tools for repair. | Yes |
| 5 | Supplier acknowledges all product herein quoted must be listed on the current Washington State List of Approved Backflow Prevention Assemblies. | Yes |
| 6 | Supplier acknowledges all product herein quoted must conform to NSF/ANSI Standard 61 Annex F & G, as well as Standard 372. http://www.nsf.org/business/mechanical_plumbing/annexg.asp#overview | Yes |
| 7 | Supplier acknowledges a supply of repair parts for these products must be available for quick delivery to support City maintenance/repair. | Yes |
| 8 | Supplier acknowledges the make and model of product herein quoted must be specified on the same line as the unit pricing is quoted (see far right of Pricing tab line items). | Yes |
| 1 | Supplier acknowledges all freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point. | Yes |
| 2 | Supplier agrees all product shall be ordered/delivered FOB: Destination to 914 E. North Foothills Drive, Spokane, WA 99207. | Yes |
| 3 | Supplier agrees all product shall be delivered within five (5) business days ARO. | Yes |

| | | |
|---|--|-----------|
| 4 | Supplier acknowledges partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs. | Yes |
| 1 | Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount. | Yes |
| 1 | Supplier acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax. | Yes |
| 1 | Supplier acknowledges Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier 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 supplier 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. | Yes |
| 2 | Supplier's Business Registration No. | 602178461 |
| 1 | In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels. | Yes |
| 2 | As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)? | No |
| 3 | If so, were PCBs found at a measureable level? | No |
| 4 | As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)? | No |
| 5 | If so, note from whom the results can be obtained. | |
| 6 | Do you have reason to believe the product contains measureable levels of PCBs? | No |
| 7 | Do you have reason to believe the product packaging contains measureable levels of PCBs? | No |
| 1 | Supplier accepts the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab. | Yes |
| 1 | If recommended for award, would supplier be willing to honor quoted pricing for purchase of sixty (60) assemblies in advance of Council approval on the value blanket order? If not, supplier acknowledges product will likely be purchased from another source in that time frame. | Yes |
| 2 | If additional product is purchased, is supplier willing to accept Visa payment for that order at no additional fee? *Answer will not influence award determination.* | Yes |

Pricing Responses

| Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment | Make/Model |
|-----------------------|---------------------------------------|------|-----------------|----------|------------|----------------|---------|----------------------------|
| 1 | 2" Reduced Pressure Backflow Assembly | Base | Each | 140.00 | \$455.56 | \$63,778.40 | | Watts LF009M2-QT - 0391007 |
| Sales Tax | WA State Sales Tax (8.9%) | Base | Each | 1.00 | \$40.55 | \$40.55 | | |
| Total Base Bid | \$63,818.95 | | | | | | | |



Agenda Sheet for City Council Meeting of:
01/13/2020

| | |
|-----------------------|----------------|
| Date Rec'd | 12/20/2019 |
| Clerk's File # | OPR 2020-0016 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | PW ITB 5196-19 |
| Requisition # | 2020 FUNDS |

| | |
|---------------------------|---|
| 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 REFRACTORY AND SANDBLASTING SERVICES AT THE WTE |

Agenda Wording

Contract with Helfrich Brothers Boiler Works, Inc. of Lawrence, MA, for Refractory Installation and Sandblasting Services at the WTE. Initial term for two years beginning Feb. 1, 2020 through Jan. 31, 2022 for a total cost of \$1,900,000.00 incl. tax

Summary (Background)

The Waste to Energy Facility conducts two scheduled outages each year for maintenance to the boilers. During these outages, sandblasting of the convection cavity, superheater tubes, screen tubes and generator tubes is needed. In addition, damaged refractory and tiles are replaced in the lower furnace. On Dec. 2, 2019 bidding closed on PW ITB 5196-19 for these services. There were three respondents and Helfrich Brothers Boiler Works, Inc. was the lowest cost responsive/responsible bidder.

| <u>Fiscal Impact</u> | | Grant related? NO | <u>Budget Account</u> | |
|------------------------------------|---------------------|-------------------------------------|------------------------------|------------------------------|
| | | Public Works? YES | | |
| Expense | \$ 1,900,000.00 | | # | 4490-44100-37148-54803-34002 |
| Select | \$ | | # | |
| Select | \$ | | # | |
| Select | \$ | | # | |
| <u>Approvals</u> | | <u>Council Notifications</u> | | |
| <u>Dept Head</u> | CONKLIN, CHUCK | <u>Study Session</u> | PSCH 1/6 | |
| <u>Division Director</u> | SIMMONS, SCOTT M. | <u>Other</u> | | |
| <u>Finance</u> | ALBIN-MOORE, ANGELA | <u>Distribution List</u> | | |
| <u>Legal</u> | ODLE, MARI | mdorgan@spokanecity.org | | |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | jsalstrom@spokanecity.org | | |
| <u>Additional Approvals</u> | | tprince@spokanecity.org | | |
| <u>Purchasing</u> | PRINCE, THEA | caveryt@spokanecity.org | | |
| | | rrinderle@spokanecity.org | | |
| | | rgutierrez@hbbwinc.com | | |
| | | | | |

Briefing Paper

Public Safety and Community Health Committee

| | |
|--|---|
| Division & Department: | Public Works Division; Solid Waste Disposal |
| Subject: | Contract for Refractory Installation and Sandblasting at the WTE |
| Date: | January 6, 2020 |
| Contact (email & phone): | Chris Averyt, caveryt@spokanecity.org , 625-6540 |
| City Council Sponsor: | |
| Executive Sponsor: | Scott Simmons, Director, Public Works |
| Committee(s) Impacted: | Public Safety and Community Health Committee/ Public Infrastructure, Environment and Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | Innovative Infrastructure-Sustainability of the WTE Operations |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council approval of the contract for refractory installation and sandblasting at the WTE, without which the facility would be unable to continue uninterrupted operation. |

Background/History:

The Waste to Energy Facility conducts two scheduled outages each year for necessary maintenance to the boilers. During these outages, sandblasting of the convection cavity, superheater tubes, screen tubes and generator tubes is needed. In addition, damaged refractory and tiles are replaced in the lower furnace.

On December 2, 2019 bidding closed on PW ITB 5196-19 for these services. There were three respondents; Guy Nielsen Company of Mt. Vernon, WA, Helfrich Brothers Boiler Works, Inc. of Lawrence, MA, and Zampell Refractories, Inc. of Tualatin, OR. Helfrich Brothers Boiler Works, Inc. was the lowest cost responsive/responsible bidder. The initial contract will be for two years beginning on February 1, 2020 and going through January 31, 2022 for a total cost of \$1,900,000.00. The contract may be renewed for one additional two-year period.

Executive Summary:

- Contract with Helfrich Brothers Boiler Works, Inc. for refractory installation and sandblasting services at the WTE Facility per PW ITB 5196-19.
- Initial term for two years from Feb. 1, 2020 through Jan. 31, 2022 and may be renewed for one additional two-year period.
- Total cost for two years not to exceed \$1,900,000.00.

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

PUBLIC WORKS CONTRACT

**Title: REFRACTORY INSTALLATION
AND SANDBLASTING SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 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 **REFRACTORY INSTALLATION AND SANDBLASTING SERVICES, PW ITB #5196-19.**
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, 2022 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, with the total length of the contract (including all renewals) not to exceed five years.
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 MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00)**, 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 performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. INSURANCE. 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. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

17. 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.

18. 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.

19. **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.

20. 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.
21. 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.
22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. 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.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

30. 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.

HELFRICH BROTHERS BOILER WORKS, INC. 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 Bond
Performance Bond
Certification Regarding Debarment

PAYMENT BOND

We, HELFRICH BROTHERS BOILER WORKS, INC., as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00)**, not including applicable taxes, 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 **REFRACTORY INSTALLATION AND SANDBLASTING SERVICES, PW ITB #5196-19**. If the principal shall:

- A. 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; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

**HELFRICH BROTHERS BOILER
WORKS, INC.,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **HELFRICH BROTHERS BOILER WORKS, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00)**, not including applicable taxes, 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 the work and furnish all materials for the **REFRACTORY INSTALLATION AND SANDBLASTING SERVICES, PW ITB #5196-19**. 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 applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

**HELFRICH BROTHERS BOILER
WORKS, INC.,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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.

| | |
|--|---|
| <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:
01/13/2020

| | |
|-----------------------|----------------|
| Date Rec'd | 12/20/2019 |
| Clerk's File # | OPR 2020-0017 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | PW ITB 5205-19 |
| Requisition # | CR 21211 |

| | |
|---------------------------|---|
| 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 SCALE REPLACEMENT AT THE NORTHSIDE LANDFILL |

Agenda Wording

Contract with Unitec Corp. for installation of a new scale, including demolition/removal of the existing scale, at the Northside Landfill. The cost is not to exceed \$150,000.00 (incl. tax) and is scheduled to be completed no later than Apr. 27, 2020.

Summary (Background)

The Solid Waste Disposal Department currently operates the open cell of the Northside Landfill which various City departments utilize for disposal. Currently, the scale that weighs trucks in and out has been in service since 1979. It recently suffered a failure of the pit walls and is no longer serviceable. On Dec. 19, 2019 responses were received for PW ITB 5205-19 to replace this scale. Two responses were received and Unitec Corp., of Seattle, WA was the lowest cost responsible bidder.

| | | |
|-----------------------------|--|------------------------------|
| <u>Fiscal Impact</u> | Grant related? NO Public Works? YES | <u>Budget Account</u> |
| Expense | \$ 150,000.00 | # 4530-44800-94000-56401 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|------------------------------------|---------------------|-------------------------------------|----------|
| <u>Approvals</u> | | <u>Council Notifications</u> | |
| <u>Dept Head</u> | CONKLIN, CHUCK | <u>Study Session</u> | PSCH 1/6 |
| <u>Division Director</u> | SIMMONS, SCOTT M. | <u>Other</u> | |
| <u>Finance</u> | ALBIN-MOORE, ANGELA | <u>Distribution List</u> | |
| <u>Legal</u> | ODLE, MARI | mdorgan@spokanecity.org | |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | jsalstrom@spokanecity.org | |
| <u>Additional Approvals</u> | | tprince@spokanecity.org | |
| <u>Purchasing</u> | PRINCE, THEA | caveryt@spokanecity.org | |
| | | rrinderle@spokanecity.org | |
| | | matt@uniteccorp.com | |
| | | | |

Briefing Paper

Public Safety and Community Health Committee

| | |
|--|---|
| Division & Department: | Public Works Division; Solid Waste Disposal |
| Subject: | Contract for Scale Replacement at the Northside Landfill |
| Date: | January 6, 2020 |
| Contact (email & phone): | Chris Averyt, caveryt@spokanecity.org, 625-6540 |
| City Council Sponsor: | |
| Executive Sponsor: | Scott Simmons, Director, Public Works |
| Committee(s) Impacted: | Public Safety and Community Health Committee / Public Infrastructure, Environment and Sustainability Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | Innovative Infrastructure-Sustainability of the WTE Operations |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | Council approval to replace the scale at the Northside Landfill that is no longer serviceable. |

Background/History:

The Solid Waste Disposal Department currently operates the open cell of the Northside Landfill. It is utilized by various City Departments for disposal of refuse when the Waste to Energy Facility is either unavailable or unable to take their waste. The City is required to maintain detailed records of the amount of refuse received at the landfill. Currently, the scale that weighs trucks in and out has been in service since 1979. It recently suffered a failure of the pit walls and is no longer serviceable.

On December 19, 2019 responses were received for PW ITB 5205-19 to provide and install a new above-ground scale as well as demolition and removal of the current scale. Two responses were received and Unitec Corp., of Seattle, WA was the lowest cost responsible bidder. The cost for this project is \$150,000.00 including taxes and is scheduled to be completed no later than April 27, 2020.

Executive Summary:

- Contract to provide and install a new above-ground scale, as well as removal/demolition of the current scale at the Northside Landfill.
- Current scale has been in use since 1979 and is no longer serviceable.
- Unitec Corp.'s response to PW ITB 5205-19 was selected for a total cost of \$150,000.00
- A new scale is required in order to maintain detailed records of refuse received at the Northside Landfill.

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

PUBLIC WORKS AGREEMENT

Title: **REMOVAL AND INSTALLATION
OF ABOVE-GROUND TRUCK SCALE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNITEC CORPORATION**, whose address is 358 Upland Drive, Seattle, Washington 98188 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 **Provide Above Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, Ground Preparation, and Installation of Above-Ground Truck Scale, in accordance with PW ITB 5205-19** issued by the City.

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 OF AGREEMENT.

The term of this Contract begins on January 15, 2020, and ends on June 30, 2020, unless amended by written agreement or terminated earlier under the provisions.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 4401 South Geiger Blvd, Spokane, Washington 99214. Payment submission

contacts shall be provided to the Contractor upon project kick-off. 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.

5. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **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 Washington State Department of Labor and Industries (L & I); 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.

7. 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.

8. LIQUIDATED DAMAGES.

Liquidated damages shall be in accordance with the contract documents.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement.

It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. 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.

13. INSURANCE.

The Contractor shall be a Washington State registered or licensed Contractor, as well as licensed with the Washington Department of Agriculture, at time of bid submittal.

- 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 total occurrence limit of not less than \$1,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;

C. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. 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).

15. INDEPENDENT CONTRACTOR.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

18. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

19. ANTI KICK-BACK.

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.

20. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the 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.

21. 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.

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

22. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or

implied, nor for any statement or representation made or in any connection with this Agreement.

- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

UNITEC 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:

Assistant City Attorney

Attachments that are part of this Agreement:
Certification Regarding Debarment

19-236

**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:
01/13/2020

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 12/19/2019 |
| <u>Clerk's File #</u> | OPR 2014-0117 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|----------------------------------|---|
| <u>Submitting Dept</u> | CITY ATTORNEY |
| <u>Contact Name/Phone</u> | MIKE ORMSBY 6287 |
| <u>Contact E-Mail</u> | MORMSBY@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Contract Item |
| <u>Agenda Item Name</u> | 0500 SPECIAL COUNSEL CONTRACT AMENDMENT |

Agenda Wording

The City entered into contract with Moss & Barnett to provide legal services and advice in regards to the Comcast Franchise renewal. The total amount under the original contract, all previous amendments and this Amendment is \$227,500.

Summary (Background)

The City is in the process of renewing its cable franchise with Comcast. We are also negotiating a franchise with TDS for cable services in Spokane. Additional funds are necessary to complete the Comcast renewal as well as the new Franchise agreement with TDS.

| | | |
|------------------------------------|---------------------------------------|-------------------------------------|
| <u>Fiscal Impact</u> | Grant related? NO Public Works? NO | <u>Budget Account</u> |
| Expense \$ 50,000.00 | | # 0020-88100-18900-54105 |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| <u>Approvals</u> | | <u>Council Notifications</u> |
| <u>Dept Head</u> | PICCOLO, MIKE | <u>Study Session</u> |
| <u>Division Director</u> | | <u>Other</u> |
| <u>Finance</u> | HUGHES, MICHELLE | <u>Distribution List</u> |
| <u>Legal</u> | ODLE, MARI | brian.grogan@lawmoss.com |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | tszambelan@spokanecity.org |
| <u>Additional Approvals</u> | | sdhansen@spokanecity.org |
| <u>Purchasing</u> | | aduffey@spokanecity.org |
| | | |
| | | |
| | | |



City of Spokane
CONTRACT AMENDMENT
SPECIAL COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **BRIAN T. GROGAN** and the law firm of **MOSS & BARNETT, P.A.**, whose address is 4800 Wells Fargo Center, 90 South Street, Minneapolis, Minnesota 55402, as ("Firm"), individually hereafter referenced as a "party" and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE COUNSEL providing legal services and advice to the City in regards to the Comcast Franchise renewal; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

WHEREAS, additional funds are necessary for the Firm to negotiate a franchise renewal for the City;

-- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS.

The original Contract executed by the parties on February 3, 2014 and February 13, 2014, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on October 1, 2019.

2. ADDITIONAL WORK.

TDS, a cable operator has submitted a cable application pursuant to SMC 10.27A.200 to provide cable services in Spokane and a cable franchise must be negotiated with TDS to operate in Spokane.

3. CONSTRUCTION.

The City shall pay a maximum of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$227,500.00)**.

MOSS & BARNETT, P.A.

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

19-234

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

01/13/2020

| | |
|-----------------------|----------------|
| <u>Date Rec'd</u> | 12/30/2019 |
| <u>Clerk's File #</u> | OPR 2019-0699 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | CR 20871/21311 |

| | |
|---------------------------|---|
| <u>Submitting Dept</u> | ASSET MANAGEMENT |
| <u>Contact Name/Phone</u> | DAVE STEELE X6064 |
| <u>Contact E-Mail</u> | DSTEELE@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Contract Item |
| <u>Agenda Item Name</u> | 5900 ASSET MANAGEMENT CONTRACT WITH ADVANCED RADON TECHNOLOGIES |

Agenda Wording

Contract with Advanced Radon Technologies for the installation of a Radon Mitigation System at City Hall.

Summary (Background)

This contract was briefed in August at the Finance Committee. The price on the contract that Council approved was incorrect and so Asset Management is bringing the contract back before City Council with the correct pricing and dates of the contract. This contract is for the installation of a Radon Mitigation System at City Hall. Original contract that Council approved was \$64,225.00 excluding Sales Tax. The amended contract for Council approval is for \$76,936.00 including sales tax.

| | | |
|-----------------------------|--|-------------------------------------|
| <u>Fiscal Impact</u> | Grant related? NO Public Works? YES | <u>Budget Account</u> |
| Expense | \$ \$76,936.00 | # 0020-88100-18900-54201 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| <u>Approvals</u> | <u>Council Notifications</u> | |
| <u>Dept Head</u> | STOPHER, SALLY | <u>Study Session</u> |
| <u>Division Director</u> | STOPHER, SALLY | <u>Other</u> Finance Committee 8/19 |
| <u>Finance</u> | BUSTOS, KIM | <u>Distribution List</u> |
| <u>Legal</u> | ODLE, MARI | dsteale@spokanecity.org |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | laga@spokanecity.org |
| <u>Additional Approvals</u> | | lwilliams@spokanecity.org |
| <u>Purchasing</u> | STOPHER, SALLY | kbustos@spokanecity.org |
| | | advancedradontech@gmail.com |
| | | |
| | | |



City of Spokane

**PUBLIC WORKS AGREEMENT
10% Retainage Option – NO BONDS**

**Title: RADON MITIGATION
SYSTEM INSTALLATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ADVANCED RADON TECHNOLOGIES, INC.**, whose address is 631 North Hogan, Spokane, Washington 99202 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for the INSTALLATION OF A RADON MITIGATION SYSTEM AT CITY HALL; and

WHEREAS, the Contractor was selected through a Request for Bids No. 4519-19 issued by the City;

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

1. TERM OF AGREEMENT.

The term of this Contract begins on or around August 15, 2019, and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the “Scope of Work” (“Work”) on or about the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Contractor’s control.

3. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Agreement is described in Advanced Radon Technologies, Inc.’s Technical/Management Proposal, which is attached as Exhibit A to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Contractor shall provide the following Work for the City:

INSTALLATION OF A RADON MITIGATION SYSTEM AT CITY HALL

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor’s progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **SEVENTY SIX THOUSAND NINE HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$76,936.00)**, including applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Asset Management, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. 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 Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **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 Washington State Department of Labor and Industries (L & I); 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.

7. 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.

8. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

10. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

11. 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.

12. INSURANCE.

During the period of the Contract, the Contractor 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 total occurrence limit of not less than \$1,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- D. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. 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).

14. INDEPENDENT CONTRACTOR.

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

15. ASSIGNMENT AND SUBCONTRACTING.

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

16. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

17. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

18. ANTI KICK-BACK.

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.

19. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the 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.

20. 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.

21. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year craftsmanship and forty (40) years prorated factory warranty on material following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

22. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the

acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

ADVANCED RADON TECHNOLOGIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Company's Technical/Management Proposal
- Exhibit B – Certification Regarding Debarment
- Exhibit C – Certification of Compliance with Wage Payment Statutes

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 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.

| | |
|--|-------------------------------------|
| <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) |



EXHIBIT C

Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**INSERT DATE**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Briefing Paper

Sustainable Resources

| | |
|--|---|
| Division & Department: | Asset Management Dept – Finance Division |
| Subject: | Radon Mitigation Contract – City Hall |
| Date: | 8/19/2019 |
| Contact (email & phone): | Curtis Harris, charris@spokanecity.org , 625-6284 |
| City Council Sponsor: | |
| Executive Sponsor: | Theresa Sanders |
| Committee(s) Impacted: | Sustainable Resources Committee |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | |
| Strategic Initiative: | |
| Deadline: | |
| Outcome: (deliverables, delivery duties, milestones to meet) | To mitigate the levels of Radon detected in the lower level of City Hall |
| Narrative: To bring forward the radon mitigation contract for approval | |
| <p><u>Executive Summary:</u></p> <p>In October of 2018 the Asset Management Department began testing the lower level of City Hall for Radon based on an “at home” testing kit independently brought in by an employee found the presence of Radon. Asset Management tested 7 areas in the basement including the council chambers, maintenance shop, I.T. Helpdesk, reprographics, briefing center, gym, and mailroom. We found the presence of Radon in every location.</p> <p>The EPA recommends remediation at 4 pCi/L for residential applications and the OSHA radon exposure limit for adult employees is 100 pCi/L averaged over a 40-hour workweek. The OSHA standard also requires employers to survey the workplace as necessary. Such evaluation includes a physical survey of the location of materials and equipment, and measurements of levels of radiation or concentrations of radioactive material present.</p> <p>After the first round of testing in October of 2018 we changed the control strategy of the air handlers to bring in as much outside air as possible to see if it were possible to mitigate the radon levels without dedicated mechanical mitigation. We tested all areas again and found that for the most part the radon levels decrease with the addition of the increased outside air, however it is not feasible to bring in outside air all times of the year given our climate and fire season. Another obstacle to this strategy is the fact that the main air handlers must run 24/7 to fully mitigate the radon. Currently they run from 6:00 am – 6:00 pm M-F, and that would more than double with the additional weekday hours and weekends. This increases energy and maintenance costs for the equipment.</p> <p>An RFP was issued in April of 2019 for the design and installation of a radon mitigation system for City Hall with Advance Radon Technologies proving the low bid of \$69,941.03. Asset Management is requesting 10% more for contingencies of \$6,994.10, bringing the total contract amount to \$76,935.13. We are seeking council approval of the contract and scope of work.</p> | |

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:**

01/13/2020

| | |
|-----------------------|---------------|
| <u>Date Rec'd</u> | 12/23/2019 |
| <u>Clerk's File #</u> | OPR 2017-0727 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | 2020 FUNDS |

| | |
|---------------------------|--|
| <u>Submitting Dept</u> | HUMAN RESOURCES |
| <u>Contact Name/Phone</u> | CHRIS CAVANAUGH 6383 |
| <u>Contact E-Mail</u> | CCAVANAUGH@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Contract Item |
| <u>Agenda Item Name</u> | 0620 STA UNIVERSAL TRANSIT ACCESS PASS AGREEMENT |

Agenda Wording

Renewal of contract 2017-0727 for Spokane Transit Authority.

Summary (Background)

Second Amendment to the City of Spokane Universal Transit Access Pass Agreement.

| | | |
|----------------------|-------------------|--------------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
| | Public Works? NO | |
| Expense | \$ 75,700.00 | # 0020-88400-18900-54201 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|----------------------|------------------------------|--|
| <u>Approvals</u> | | <u>Council Notifications</u> | |
| <u>Dept Head</u> | CAVANAUGH, CHRISTINE | <u>Study Session</u> | |
| <u>Division Director</u> | CAVANAUGH, CHRISTINE | <u>Other</u> | |
| <u>Finance</u> | BUSTOS, KIM | <u>Distribution List</u> | |
| <u>Legal</u> | DALTON, PAT | lwilliams@spokanecity.org | |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | gkinyon@spokanecity.org | |
| <u>Additional Approvals</u> | | rkokot@spokanecity.org | |
| <u>Purchasing</u> | | | |
| | | | |
| | | | |
| | | | |

SECOND AMENDMENT TO THE CITY OF SPOKANE UNIVERSAL TRANSIT ACCESS PASS AGREEMENT

This Second Amendment to the City of Spokane Universal Transit Access Pass Agreement is between the **City of Spokane** and the **Spokane Transit Authority**; jointly referred to as “Parties”.

WHEREAS, on November 27th, 2017, the Parties executed the City of Spokane Universal Transit Access Pass Agreement (“Agreement”); and

WHEREAS, on January 23, 2019, the Parties executed the First Amendment to the Agreement, updating the Direct Utility Rates and NTE for the 2019 Renewal Term and modifying certain terms of the Agreement; and

WHEREAS, Section 4 of the Agreement allows for an annual adjustment of the Direct Utility Rates and the NTE Fee for each Renewal Term.

NOW, THEREFORE, the Parties agree as follows:

The following changes shall be effective January 1st, 2020:

1. The NTE Fee for the 2020 Renewal Term is \$75,700.00 (seventy-five thousand, seven hundred dollars and zero cents).
2. Exhibit A shall be replaced with Exhibit A, 2019-20 Direct Utility Billing Rates, attached hereto.

All other terms, prices and conditions as they currently relate to this Agreement shall remain unchanged.

[signatures on the following page]

| City of Spokane | Spokane Transit Authority |
|--|---|
| <p>By: David Condon Title: Mayor Date: _____</p> | <p>By: E. Susan Meyer Title: Chief Executive Officer Date: _____</p> |
| <p>By: Terri Pfister Title: City Clerk Date: _____</p> | <p>Attest: By: Dana Infalt Title: Clerk of the Authority Date: _____</p> |

EXHIBIT A

| 2019-2020 Direct Utility Rate Schedule | | |
|--|---------------------------------|---------------------------------------|
| Route | Route Name | Direct Utility Rate (per boarding) |
| 11 | Plaza/Arena Shuttle | \$ 0.97 |
| 12 | Southside Medical Shuttle | \$ 1.08 |
| 20 | Spokane Falls Community College | \$ 0.99 |
| 21 | West Broadway | \$ 0.81 |
| 22 | Northwest Blvd | \$ 0.93 |
| 23 | Maple/Ash | \$ 0.85 |
| 24 | Monroe | \$ 0.85 |
| 25 | Division | \$ 1.14 |
| 26 | Lidgerwood | \$ 1.13 |
| 27 | Hillyard | \$ 1.11 |
| 28 | Nevada | \$ 1.10 |
| 29 | SCC | \$ 1.09 |
| 32 | Trent/Montgomery | \$ 1.36 |
| 33 | Wellesley | \$ 0.83 |
| 34 | Freya | \$ 1.00 |
| 39 | Mission | \$ 1.00 |
| 42 | South Adams | \$ 0.83 |
| 43 | Lincoln/37th Ave | \$ 0.87 |
| 44 | 29th Ave | \$ 0.93 |
| 45 | Regal | \$ 1.03 |
| 60 | Airport/Browne's Add | \$ 1.04 |
| 61 | Highway 2/Browne's Add | \$ 1.38 |
| 62 | Medical Lake | \$ 1.59 |
| 64 | Cheney/West Plains | \$ 2.00 |
| 66 | EWU | \$ 1.50 |
| 662 | EWU North Express | \$ 1.79 |
| 663 | EWU VTC Express | \$ 1.90 |
| 664 | EWU South Hill Express | \$ 2.00 |
| 67 | Swoop Loop | \$ 0.84 |
| 68 | Cheney Local | \$ 0.84 |
| 74 | Mirabeau/Liberty Lake | \$ 1.83 |
| 888 | Special Events | \$ 1.24 |
| 90 | Sprague | \$ 1.23 |
| 94 | East Central/Millwood | \$ 1.16 |
| 95 | Mid-Valley | \$ 1.17 |
| 96 | Pines/Sullivan | \$ 1.15 |
| 97 | South Valley | \$ 1.18 |
| 98 | Liberty Lake via Sprague | \$ 1.13 |
| 124 | North Express | \$ 1.43 |
| 172 | Liberty Lake Express | \$ 2.00 |
| 173 | Valley Transit Center Express | \$ 1.58 |
| 190 | Valley Express | \$ 1.55 |
| P | Paratransit | \$ 2.00 |
| X | New Route | \$ 1.24 |

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

01/13/2020

| | |
|-----------------------|---------------|
| <u>Date Rec'd</u> | 1/9/2020 |
| <u>Clerk's File #</u> | CPR 2020-0002 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|---------------------------|------------------------|
| <u>Submitting Dept</u> | ACCOUNTING |
| <u>Contact Name/Phone</u> | LEONARD DAVIS 625-6028 |
| <u>Contact E-Mail</u> | LDAVIS@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Claim Item |
| <u>Agenda Item Name</u> | 5600-CLAIMS-2020 |

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 1/3/20. Total: \$15,504,054.07 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$14,679,827.16

Summary (Background)

Pages 1-57 Check numbers: 567785 - 567902 ACH payment numbers: 73281 - 73531 On file for review in City Clerks Office: 57 Page listing of Claims

| | | |
|----------------------|------------------------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? Public Works? NO | <u>Budget Account</u> |
| Expense | \$ 14,679,827.16 | # Various |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|------------------|------------------------------|--|
| <u>Approvals</u> | | <u>Council Notifications</u> | |
| <u>Dept Head</u> | HUGHES, MICHELLE | <u>Study Session</u> | |
| <u>Division Director</u> | STOPHER, SALLY | <u>Other</u> | |
| <u>Finance</u> | HUGHES, MICHELLE | <u>Distribution List</u> | |
| <u>Legal</u> | DALTON, PAT | | |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | | |
| <u>Additional Approvals</u> | | | |
| <u>Purchasing</u> | | | |
| | | | |
| | | | |
| | | | |

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

APPROVAL FUND SUMMARY

DATE: 01/06/20
TIME: 08:27
PAGE: 1

| FUND | FUND NAME | AMOUNT |
|--------|--------------------------------|---------------|
| ---- | ----- | ----- |
| 0100 | GENERAL FUND | 194,079.76 |
| 1100 | STREET FUND | 68,025.99 |
| 1200 | CODE ENFORCEMENT FUND | 11,837.29 |
| 1300 | LIBRARY FUND | 50,799.16 |
| 1360 | MISCELLANEOUS GRANTS FUND | 0.00 |
| 1400 | PARKS AND RECREATION FUND | 90,301.60 |
| 1460 | PARKING METER REVENUE FUND | 15,821.12 |
| 1500 | PATHS AND TRAILS RESERVE FUND | 924.57 |
| 1510 | SPOKANE REG EMERG COM SYS | 1,148.74 |
| 1541 | CONTINUUM OF CARE | 1,855.57 |
| 1560 | FORFEITURES & CONTRIBUTION FND | 254.61 |
| 1590 | HOTEL/MOTEL TAX FUND | 3,500.00 |
| 1610 | REAL ESTATE EXCISE TAX FUND | 5,000,000.00 |
| 1620 | PUBLIC SAFETY & JUDICIAL GRANT | 1,254.16 |
| 1630 | COMBINED COMMUNICATIONS CENTER | 8,755.94 |
| 1640 | COMMUNICATIONS BLDG M&O FUND | 11,144.16 |
| 1680 | CD/HS OPERATIONS | 13,602.37 |
| 1690 | COMM DEVELOPMENT BLOCK GRANTS | 0.00 |
| 1940 | CHANNEL FIVE EQUIPMENT RESERVE | 294.07 |
| 1950 | PARK CUMULATIVE RESERVE FUND | 539.52 |
| 1970 | FIRE/EMS FUND | 155,815.59 |
| 3200 | ARTERIAL STREET FUND | 46,135.22 |
| 3346 | UTGO 2015 PARKS | 870.11 |
| 4100 | WATER DIVISION | 159,026.60 |
| 4250 | INTEGRATED CAPITAL MANAGEMENT | 3,261,926.26 |
| 4300 | SEWER FUND | 295,316.46 |
| 4480 | SOLID WASTE FUND | 2,324,557.58 |
| 4600 | GOLF FUND | 16,462.72 |
| 4700 | DEVELOPMENT SVCS CENTER | 36,062.50 |
| 5100 | FLEET SERVICES FUND | 113,221.55 |
| 5200 | PUBLIC WORKS AND UTILITIES | 31,227.87 |
| 5300 | IT FUND | 66,595.58 |
| 5400 | REPROGRAPHICS FUND | 19,122.16 |
| 5500 | PURCHASING & STORES FUND | 5,007.64 |
| 5600 | ACCOUNTING SERVICES | 20,188.78 |
| 5700 | MY SPOKANE | 10,135.16 |
| 5750 | OFFICE OF PERFORMANCE MGMT | 4,188.29 |
| 5800 | RISK MANAGEMENT FUND | 13,590.19 |
| 5810 | WORKERS' COMPENSATION FUND | 2,812.63 |
| 5820 | UNEMPLOYMENT COMPENSATION FUND | 96.83 |
| 5830 | EMPLOYEES BENEFITS FUND | 483,010.37 |
| 5900 | ASSET MANAGEMENT FUND OPS | 37,715.65 |
| 5901 | ASSET MANAGEMENT FUND CAPITAL | 6,499.78 |
| 5902 | PROPERTY ACQUISITION POLICE | 137,696.19 |
| 6060 | EMPLOYEES' RETIREMENT FUND | 2,824.02 |
| 6070 | FIREFIGHTERS' PENSION FUND | 41,163.52 |
| 6080 | POLICE PENSION FUND | 32,840.75 |
| 6960 | SALARY CLEARING FUND NEW | 1,881,578.53 |
| TOTAL: | | 14,679,827.16 |

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

DATE: 01/06/20
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

| | | |
|--|--|-----------|
| FIREDOVE TECHNOLOGY | OTHER MISC CHARGES ACH PMT NO. - 80073308 | 1,000.00 |
| MIYOKO KUZUTANI 6107 N BRAEBURN DR | OTHER MISC CHARGES CHECK NO. - 00567805 | 315.67 |
| RW LOTHROP ENTERPRISES DBA MOJO PRINT SOLUTIONS | OTHER MISC CHARGES ACH PMT NO. - 80073422 | 495.50 |
| SISTER CITIES ASSN OF SPOKANE | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073423 | 3,823.26 |
| SPOKANE COUNTY TREASURER | ELECTION EXPENSES ACH PMT NO. - 80073425 | 79,332.37 |
| SPOKANE TRANSIT AUTHORITY | CONTRACTUAL SERVICES ACH PMT NO. - 80073428 | 355.74 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 34.19 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00567818 | 666.81- |
| TOTAL FOR 0020 - NONDEPARTMENTAL | | 84,689.92 |

0030 - POLICE OMBUDSMAN

| | | |
|--|--|----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 255.00 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 250.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 634.56 |
| US BANK TRAVEL CARD | AIRFARE CHECK NO. - 00567817 | 1,015.01 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 76.09- |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 277.64 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 787.43 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80073350 | 181.54 |
| TOTAL FOR 0030 - POLICE OMBUDSMAN | | 3,325.09 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0100 - GENERAL FUND

| | |
|----------------|-------------------------|
| CHARLES ROGERS | DEPOSIT-CASH BAIL BONDS |
|----------------|-------------------------|

| | | |
|---|--|----------------------|
| 13124 W MEADOW LAKE RD | CHECK NO. - 00567844 | 1,000.00 |
| COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW | GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80073299 | 146.44 |
| DONALD MARVIN ZERBST 2110 W BOONE | DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00567846 | 25.00 |
| JAN WENDT 1647 E WABASH | DEPOSIT - RESTITUTION CHECK NO. - 00567845 | 25.00 |
| JANNA L SCHROEDER 213 N WHITMAN AVE | DEPOSIT - RESTITUTION CHECK NO. - 00567847 | 25.00 |
| PATRICK PAYNE 26620 N RIVER ESTATES DR | DEPOSIT-CASH BAIL BONDS CHECK NO. - 00567843 | 1,000.00 |
| STANTEC CONSULTING SERVICES INC | GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80073463 | 442.50 |
| US BANK P CARD PAYMENTS | PCARD ADVANCE PYMT REC ACH PMT NO. - 80073348 | 298,705.23- |
| US BANK TRAVEL CARD | GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00567817 | 886.20 |
| US BANK TRAVEL CARD | TRAVEL CARD ADVANCE PYMT CHECK NO. - 00567817 | 28,072.26- |
| TOTAL FOR 0100 - GENERAL FUND | | ----- 323,227.35- |

0230 - CIVIL SERVICE

| | | |
|--|--|----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 458.32 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 660.00 |
| POWERCOM.INC | MISC SERVICES/CHARGES ACH PMT NO. - 80073417 | 544.50 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 2,199.01 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80073348 | 326.59 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 96.89 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 93.54 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|---|--------|
| US BANK P CARD PAYMENTS | OTHER MISC CHARGES ACH PMT NO. - 80073348 | 23.52 |
| US BANK P CARD PAYMENTS | PROFESSIONAL SERVICES ACH PMT NO. - 80073348 | 468.83 |
| US BANK TRAVEL CARD | PROFESSIONAL SERVICES | |

| | | |
|--|--------------------------------|----------|
| | CHECK NO. - 00567817 | 2,026.31 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 2,603.49 |
| TOTAL FOR 0230 - CIVIL SERVICE | | 9,501.00 |
| 0260 - CITY CLERK | | |
| DEVRIES INFORMATION MANAGEMENT | MISC SERVICES/CHARGES | |
| | ACH PMT NO. - 80073482 | 7.50 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 210.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 1,115.09 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 94.72 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 1,429.71 |
| TOTAL FOR 0260 - CITY CLERK | | 2,857.02 |
| 0300 - HUMAN SERVICES | | |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00567818 | 56.08 |
| TOTAL FOR 0300 - HUMAN SERVICES | | 56.08 |
| 0320 - COUNCIL | | |
| CANDACE MUMM | LODGING | |
| | ACH PMT NO. - 80073363 | 1,266.48 |
| CANDACE MUMM | OTHER TRANSPORTATION EXPENSES | |
| | ACH PMT NO. - 80073363 | 39.00 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 650.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 1,709.60 |
| HONORABLE MAYOR | | 01/06/20 |
| AND COUNCIL MEMBERS | | PAGE 5 |
| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 72.27 |
| US BANK TRAVEL CARD | AIRFARE | |
| | CHECK NO. - 00567817 | 390.01 |
| US BANK TRAVEL CARD | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | CHECK NO. - 00567817 | 9.99 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES | |
| | CHECK NO. - 00567817 | 30.87 |

| | | |
|--------------------|------------------------|----------|
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 1,760.24 |

| | | |
|--------------------------|--|----------|
| TOTAL FOR 0320 - COUNCIL | | 5,928.46 |
|--------------------------|--|----------|

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

| | | |
|--|--|----------|
| CHAPTER & VERSE INC | CONTRACTUAL SERVICES ACH PMT NO. - 80073374 | 3,614.86 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 505.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 1,698.84 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80073348 | 46.69 |
| US BANK P CARD PAYMENTS | CELL PHONE ACH PMT NO. - 80073348 | 25.00 |
| US BANK P CARD PAYMENTS | CONTRACTUAL SERVICES ACH PMT NO. - 80073348 | 3,354.10 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 681.69 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 49.57 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 2,229.55 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 2.67 |

| | | |
|--|--|-----------|
| TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS | | 12,207.97 |
|--|--|-----------|

0350 - COMMUNITY CENTERS

| | | |
|---|---|-----------|
| MARTIN LUTHER KING JR FAMILY OUTREACH CENTER | BUILDING IMPROVEMENTS ACH PMT NO. - 80073456 | 37,500.00 |
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| HONORABLE MAYOR AND COUNCIL MEMBERS | 01/06/20 PAGE 6 |
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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| TOTAL FOR 0350 - COMMUNITY CENTERS | | 37,500.00 |
|------------------------------------|--|-----------|

0370 - ENGINEERING SERVICES

| | | |
|--|--|----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 347.70 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 3,215.00 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80073334 | 862.01 |

| | | |
|--|--|-----------|
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 12,315.55 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 132.68 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 770.44 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 78.01 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 20.00 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80073348 | 38.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 15,889.82 |
| TOTAL FOR 0370 - ENGINEERING SERVICES | | 33,669.21 |

0410 - FINANCE

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 325.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 1,014.73 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 176.43 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 1,262.90 |
| TOTAL FOR 0410 - FINANCE | | 2,779.06 |

0430 - GRANTS MANAGEMENT

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 151.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 800.73 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 1,069.34 |
| TOTAL FOR 0430 - GRANTS MANAGEMENT | | 2,021.07 |

0450 - COMM & NEIGHBHD SVCS DIVISION

| | | |
|--|--|--------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 100.00 |
| STUART CONSULTING GROUP INC | PROFESSIONAL SERVICES | |

| | | |
|--|---|----------|
| | ACH PMT NO. - 80073341 | 2,000.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 408.54 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 69.97 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 521.82 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80073350 | 59.66 |

| | | |
|--|-------|----------|
| TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION | ----- | 3,159.99 |
|--|-------|----------|

0470 - HISTORIC PRESERVATION

| | | |
|--|--|--------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 100.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 453.85 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 388.21 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80073350 | 59.66 |

| | | |
|--|-------|----------|
| TOTAL FOR 0470 - HISTORIC PRESERVATION | ----- | 1,001.72 |
|--|-------|----------|

0500 - LEGAL

| | | |
|--|--------------------------------------|-------|
| CHRISTINE MACKLEIT 24303 E JOSEPH AVE | WITNESS FEES CHECK NO. - 00567854 | 33.90 |
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HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|--|--|----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 744.84 |
| ELIZABETH LEE WELLER 108 S STATE ST APT 208 | WITNESS FEES CHECK NO. - 00567852 | 11.74 |
| GERALD LAMONT ASHBY 1724 W NORA AVE | WITNESS FEES CHECK NO. - 00567855 | 11.28 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 2,200.00 |
| RILEY M BONSER 16501 N DAKOTA CT | WITNESS FEES CHECK NO. - 00567853 | 22.76 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 22.29 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00567818 | 0.50- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 9,159.25 |

| | | |
|--|---|-----------|
| US BANK P CARD PAYMENTS | CLE TRAVEL ACH PMT NO. - 80073348 | 290.00 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 1,191.41 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 21.19 |
| US BANK TRAVEL CARD | AIRFARE CHECK NO. - 00567817 | 136.60 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 424.68 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 11,756.91 |
| YWCA | PROFESSIONAL SERVICES ACH PMT NO. - 80073442 | 1,540.09 |
| TOTAL FOR 0500 - LEGAL | | 27,566.44 |

0520 - MAYOR

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 275.00 |
| SPOKANE PUBLIC FACILITIES DISTRICT | OTHER MISC CHARGES ACH PMT NO. - 80073427 | 679.69 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 2,009.50 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|----------|
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 25.00 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80073348 | 1,235.04 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 268.01 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 125.00 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80073348 | 2.00 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80073348 | 30.10 |
| US BANK TRAVEL CARD | PARKING/TOLLS (LOCAL) CHECK NO. - 00567817 | 3.60 |
| US BANK TRAVEL CARD | REGISTRATION/SCHOOLING CHECK NO. - 00567817 | 15.50 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 1,936.35 |

WA STATE DEPT OF REVENUE

OFFICE SUPPLIES

11.16

TOTAL FOR 0520 - MAYOR

6,615.95

0550 - NEIGHBORHOOD SERVICES

| | | |
|--|--|--------|
| GRAPHIC ART PRODUCTIONS DBA FASTSIGNS | PRINTING/BINDING/REPRO ACH PMT NO. - 80073311 | 260.74 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 75.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 516.85 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 16.95 |
| US BANK P CARD PAYMENTS | PRINTING/BINDING/REPRO ACH PMT NO. - 80073348 | 32.07 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 90.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 654.02 |
| WA STATE DEPT OF REVENUE | PRINTING/BINDING/REPRO - | 2.85 |

HONORABLE MAYOR
AND COUNCIL MEMBERS01/06/20
PAGE 10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

1,648.48

0560 - MUNICIPAL COURT

| | | |
|--|--|----------|
| CATHY DERNBACH 3202 W 5TH AVE | CASH OVER/SHORT CHECK NO. - 00567834 | 30.00 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 1,862.76 |
| DUNN & BLACK 111 N POST STREET STE 300 | CASH OVER/SHORT CHECK NO. - 00567835 | 15.00 |
| EAN SERVICES LLC 14002 E 21ST ST STE 1500 | CASH OVER/SHORT CHECK NO. - 00567837 | 40.00 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 1,895.00 |
| LOOMIS ARMORED US INC | CONTRACTUAL SERVICES ACH PMT NO. - 80073320 | 1,555.11 |
| NANCI STOCKER-WOLFE 620 W 7TH AVE 108 | CASH OVER/SHORT CHECK NO. - 00567842 | 10.00 |
| PPC SOLUTIONS INC | ALARM/SECURITY SERVICES ACH PMT NO. - 80073332 | 88.16 |
| RONALD REIMAN | CASH OVER/SHORT | |

| | | |
|--|--|----------|
| 667 N RODNEY ST | CHECK NO. - 00567836 | 40.00 |
| SPOKANE MUNICIPAL COURT PUBLIC SAFETY BUILDING | BANK FEES CHECK NO. - 00567856 | 32.61 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 234.03 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 8,416.26 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80073348 | 100.00 |
| US BANK P CARD PAYMENTS | CLOTHING ACH PMT NO. - 80073348 | 743.00 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 122.56 |
| US BANK P CARD PAYMENTS | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80073348 | 5,952.31 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 715.22 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 332.10 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|-----------|
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80073348 | 66.15 |
| US BANK P CARD PAYMENTS | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80073348 | 37.00 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 922.39 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 10,977.42 |
| VALLEY EMPIRE COLLECTION PO BOX 141248 | CASH OVER/SHORT CHECK NO. - 00567841 | 146.14 |
| WA STATE DEPT OF REVENUE | CLOTHING - | 66.13 |
| WA STATE DEPT OF REVENUE | OFFICE SUPPLIES - | 14.66 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 26.17 |

TOTAL FOR 0560 - MUNICIPAL COURT

34,440.18

0570 - OFFICE OF HEARING EXAMINER

| | | |
|--|--|--------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 160.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 462.82 |

| | | |
|--|--|--------|
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 37.03 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 162.98 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 604.74 |

| | | |
|---|-------|----------|
| TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER | ----- | 1,427.57 |
|---|-------|----------|

0620 - HUMAN RESOURCES

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 571.89 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 2,021.04 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 33.94 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|--|--|----------|
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 53.29 |
| US BANK P CARD PAYMENTS | PROMOTIONAL SUPPLIES ACH PMT NO. - 80073348 | 800.00 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 2,415.59 |

| | | |
|----------------------------------|-------|----------|
| TOTAL FOR 0620 - HUMAN RESOURCES | ----- | 5,895.75 |
|----------------------------------|-------|----------|

0650 - PLANNING SERVICES

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 870.00 |
| RODNEY MC AULEY dba 753 LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80073446 | 3,000.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 3,035.21 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80073348 | 48.80 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 403.58 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 13.99 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 180.00 |
| US BANK TRAVEL CARD | REGISTRATION/SCHOOLING CHECK NO. - 00567817 | 220.00 |

| | | |
|--|--|--------------------|
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 3,650.33 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80073350 | 53.96- |
| VERIZON WIRELESS | IT/DATA SERVICES ACH PMT NO. - 80073350 | 10.00- |
| TOTAL FOR 0650 - PLANNING SERVICES | | ----- 11,357.95 |

0680 - POLICE

| | | |
|------------------------------|--|--------|
| ALWAYS TOWING & ROAD SERVICE | TOWING EXPENSE ACH PMT NO. - 80073473 | 103.45 |
| A-PRO AUTO BODY AND TOWING | TOWING EXPENSE ACH PMT NO. - 80073475 | 232.78 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

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|--|---|-----------|
| B & B TOWING LLC | TOWING EXPENSE ACH PMT NO. - 80073367 | 362.10 |
| CAD OF SPOKANE, INC. | MISC REPAIRS/MAINTENANCE CHECK NO. - 00567829 | 5,105.40 |
| CHRISTOPHER BENESCH | TUITION REIMBURSEMENT ACH PMT NO. - 80073443 | 1,580.10 |
| DIVINES TOWING/DIV OF DIVINE CORP | TOWING EXPENSE ACH PMT NO. - 80073485 | 103.46 |
| DR LOUIS C SOWERS | MEDICAL SERVICES ACH PMT NO. - 80073424 | 1,500.00 |
| EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING | TOWING EXPENSE ACH PMT NO. - 80073489 | 620.74 |
| GALLS LLC | PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80073491 | 9,987.91 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 71,599.07 |
| MICHAEL L THOMAS | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80073445 | 37.00 |
| PARABON NANOLABS INC | CONTRACTUAL SERVICES ACH PMT NO. - 80073413 | 1,500.00 |
| REHN & ASSOCIATES SPOKANE CITY TREASURER | HRA-POST EMPLOYMENT ACH PMT NO. - 80073513 | 5,000.00 |
| ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING | TOWING EXPENSE ACH PMT NO. - 80073472 | 232.78 |
| SPOKANE TOWING/DIV OF NELCO SERVICES INC | TOWING EXPENSE ACH PMT NO. - 80073338 | 103.46 |
| SPRINT SOLUTIONS INC | MOBILE BROADBAND CHECK NO. - 00567892 | 455.64 |
| ST ANN PARISH | OPERATING RENTALS/LEASES | |

| | | |
|------------------------------|------------------------|-----------|
| | ACH PMT NO. - 80073429 | 475.00 |
| TERESA FULLER | AIRFARE | |
| | CHECK NO. - 00567831 | 29.00 |
| UNITED PARCEL SERVICE | POSTAGE | |
| | CHECK NO. - 00567894 | 11.96 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00567818 | 156.26 |
| US BANK | EARNINGS CREDIT | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00567818 | 31.10- |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 40,041.82 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|--------------------------------|----------|
| US BANK P CARD PAYMENTS | ADVERTISING | |
| | ACH PMT NO. - 80073348 | 257.05 |
| US BANK P CARD PAYMENTS | BACKGROUND CHECKS | |
| | ACH PMT NO. - 80073348 | 235.77 |
| US BANK P CARD PAYMENTS | CLOTHING | |
| | ACH PMT NO. - 80073348 | 136.07 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80073348 | 3,624.09 |
| US BANK P CARD PAYMENTS | MISC SERVICES/CHARGES | |
| | ACH PMT NO. - 80073348 | 60.00 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT | |
| | ACH PMT NO. - 80073348 | 3,337.92 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 1,334.40 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80073348 | 4,564.77 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80073348 | 681.51 |
| US BANK P CARD PAYMENTS | POSTAGE | |
| | ACH PMT NO. - 80073348 | 28.10 |
| US BANK P CARD PAYMENTS | PROFESSIONAL SERVICES | |
| | ACH PMT NO. - 80073348 | 100.00 |
| US BANK P CARD PAYMENTS | PUBLICATIONS | |
| | ACH PMT NO. - 80073348 | 420.45 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80073348 | 4,271.49 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 108.36 |
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80073348 | 522.00 |
| US BANK P CARD PAYMENTS | SOFTWARE MAINTENANCE | |
| | ACH PMT NO. - 80073348 | 258.98 |

| | | |
|-------------------------|--|----------|
| US BANK P CARD PAYMENTS | TVS/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80073348 | 304.91 |
| US BANK TRAVEL CARD | AIRFARE CHECK NO. - 00567817 | 2,268.91 |
| US BANK TRAVEL CARD | IT/DATA SERVICES CHECK NO. - 00567817 | 153.36 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 8,391.44 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|-----------|
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 1,201.90 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 23,309.20 |
| VIPER ENTERPRISES LLC DBA FRANKS AND INLAND TOWING | TOWING EXPENSE ACH PMT NO. - 80073351 | 103.46 |
| WA STATE DEPT OF REVENUE | MINOR EQUIPMENT - | 83.77 |
| WA STATE DEPT OF REVENUE | OFFICE SUPPLIES - | 2.66 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 102.10 |
| WESTERN STATES POLICE MEDICAL TRUST | VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00567901 | 650.00 |
| WILLIAMS TOWING & RECOVERY LLC | TOWING EXPENSE ACH PMT NO. - 80073530 | 129.32 |
| WYOMING WRECKER LLC DBA AA ACES TOWING | TOWING EXPENSE ACH PMT NO. - 80073357 | 103.45 |

TOTAL FOR 0680 - POLICE

195,952.27

0690 - PROBATION SERVICES

| | | |
|--|--|----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 393.74 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 795.00 |
| JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE | INTERPRETER COSTS ACH PMT NO. - 80073497 | 126.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 2,747.50 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 541.23 |
| US BANK P CARD PAYMENTS | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80073348 | 1,781.26 |

| | | |
|-------------------------|------------------------|----------|
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 363.73- |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 3,602.35 |

| | | |
|-------------------------------------|-------|----------|
| TOTAL FOR 0690 - PROBATION SERVICES | ----- | 9,623.35 |
|-------------------------------------|-------|----------|

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0700 - PUBLIC DEFENDER

| | | |
|--------------------------------|--------------------------------|----------|
| ARAMARK UNIFORM SERVICES | LAUNDRY/JANITORIAL SERVICES | |
| AUS WEST LOCKBOX | ACH PMT NO. - 80073284 | 29.64 |
| CHARLES R DELGADO | LEGAL SERVICES | |
| DBA DELGADO INVESTIGATIONS LLC | ACH PMT NO. - 80073385 | 243.75 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80073379 | 635.86 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 1,325.00 |
| MATTHEW BENDER & CO INC | PUBLICATIONS | |
| DBA LEXIS NEXIS MATTHEW BENDER | ACH PMT NO. - 80073319 | 31.85 |
| PROVOST PROFESSIONAL | LEGAL SERVICES | |
| INVESTIGATIONS | ACH PMT NO. - 80073419 | 327.78 |
| THOMSON WEST | PUBLICATIONS | |
| WEST PUBLISHING PAYMENT CTR | ACH PMT NO. - 80073466 | 488.96 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 6,107.85 |
| US BANK P CARD PAYMENTS | CLE TRAVEL | |
| | ACH PMT NO. - 80073348 | 85.00 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 581.97 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 7,580.35 |

| | | |
|----------------------------------|-------|-----------|
| TOTAL FOR 0700 - PUBLIC DEFENDER | ----- | 17,438.01 |
|----------------------------------|-------|-----------|

0750 - ECONOMIC DEVELOPMENT

| | | |
|-----------------------------|--------------------------------|--------|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 100.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 247.69 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 320.50 |
| VERIZON WIRELESS | CELL PHONE | |
| | ACH PMT NO. - 80073350 | 78.66 |

| | | |
|---------------------------------------|-------|--------|
| TOTAL FOR 0750 - ECONOMIC DEVELOPMENT | ----- | 746.85 |
|---------------------------------------|-------|--------|

0860 - TREASURY SERVICES

HONORABLE MAYOR
AND COUNCIL MEMBERS01/06/20
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 285.00 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 2,701.40 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00567818 | 944.96- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 1,528.76 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 390.29 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 38.99 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 1,898.24 |
| TOTAL FOR 0860 - TREASURY SERVICES | | 5,897.72 |

1100 - STREET FUND

| | | |
|--|--|-----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 1,020.86 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 4,661.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 18,942.83 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 981.64 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 504.07 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 2,405.40 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 288.70 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES ACH PMT NO. - 80073348 | 67.75 |
| US BANK P CARD PAYMENTS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80073348 | 310.75 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80073348 | 110.66 |
| US BANK P CARD PAYMENTS | POWER TOOLS/EQUIPMENT ACH PMT NO. - 80073348 | 797.79 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| US BANK P CARD PAYMENTS | PUBLIC UTILITY SERVICE ACH PMT NO. - 80073348 | 22.06 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 198.00 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 6,687.07 |
| US BANK P CARD PAYMENTS | REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 180.56 |
| US BANK P CARD PAYMENTS | SMALL TOOLS ACH PMT NO. - 80073348 | 1,270.32 |
| US BANK P CARD PAYMENTS | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80073348 | 20.91 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 754.52 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 46.99 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 24,364.91 |
| WA STATE DEPT/TRANSPORTATION | CONTRACTUAL SERVICES ACH PMT NO. - 80073467 | 231.95 |
| WHITE BLOCK COMPANY INC | REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00567820 | 4,157.25 |
| TOTAL FOR 1100 - STREET FUND | | 68,025.99 |

1200 - CODE ENFORCEMENT FUND

| | | |
|--|---|----------|
| CRITTER CONTROL OF GREATER SPOKANE | CONTRACTUAL SERVICES ACH PMT NO. - 80073381 | 653.00 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 870.00 |
| NORTH COUNTRY SERVICES LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80073507 | 496.55 |
| NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES | OPERATING RENTALS/LEASES ACH PMT NO. - 80073474 | 266.45 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 3,289.86 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 2.14 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80073348 | 53.51 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|-----------|
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 97.24 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 970.95 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 3,822.91 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80073350 | 724.68 |
| VERIZON WIRELESS | IT/DATA SERVICES ACH PMT NO. - 80073350 | 90.00 |
| WFG NATIONAL TITLE COMPANY 25 W CATALDO AVE STE A | DEMOLITION LIENS CHECK NO. - 00567886 | 500.00 |
| TOTAL FOR 1200 - CODE ENFORCEMENT FUND | | 11,837.29 |

1300 - LIBRARY FUND

| | | |
|--|---|-----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 2,265.00 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 170.56 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00567818 | 11.16- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 14,484.13 |
| US BANK P CARD PAYMENTS | CONTRACTUAL SERVICES ACH PMT NO. - 80073348 | 590.56 |
| US BANK P CARD PAYMENTS | IT/DATA SERVICES ACH PMT NO. - 80073348 | 2,125.08 |
| US BANK P CARD PAYMENTS | LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80073348 | 433.73 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 1,457.76 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 8,300.93 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80073348 | 208.02 |
| US BANK P CARD PAYMENTS | RECREATIONAL SUPPLIES ACH PMT NO. - 80073348 | 996.26 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 1,590.82 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|-------------------------|-----------------|
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES |
|-------------------------|-----------------|

| | | |
|--|--------------------------------------|-----------|
| | ACH PMT NO. - 80073348 | 158.91 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 17,998.26 |
| WA STATE DEPT OF REVENUE | CONTRACTUAL SERVICES - | 17.71 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 4.36 |
| WA STATE DEPT OF REVENUE | RECREATIONAL SUPPLIES - | 8.23 |
| TOTAL FOR 1300 - LIBRARY FUND | | 50,799.16 |

1360 - MISCELLANEOUS GRANTS FUND

| | | |
|--|--|---------|
| STANTEC CONSULTING SERVICES INC | GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80073463 | 442.50- |
| STANTEC CONSULTING SERVICES INC | OTHER CAPITALIZED COSTS ACH PMT NO. - 80073463 | 442.50 |
| US BANK TRAVEL CARD | AIRFARE CHECK NO. - 00567817 | 886.20 |
| US BANK TRAVEL CARD | GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00567817 | 886.20- |
| TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND | | 0.00 |

1400 - PARKS AND RECREATION FUND

| | | |
|--|--|-----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 630.68 |
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE ACH PMT NO. - 80073307 | 7.56 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 4,309.50 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 237.71 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 21,592.73 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80073348 | 3,527.49 |
| US BANK P CARD PAYMENTS | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 2,427.15 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|---|----------|
| US BANK P CARD PAYMENTS | CONTRACTUAL SERVICES ACH PMT NO. - 80073348 | 1,151.52 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 6,368.51 |

| | | |
|--|--|-----------|
| US BANK P CARD PAYMENTS | GENERAL REPAIRS/MAINT ACH PMT NO. - 80073348 | 170.32 |
| US BANK P CARD PAYMENTS | INVENTORY HELD FOR RESALE ACH PMT NO. - 80073348 | 433.64 |
| US BANK P CARD PAYMENTS | ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80073348 | 2,682.05 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 1,099.09 |
| US BANK P CARD PAYMENTS | MISC SERVICES/CHARGES ACH PMT NO. - 80073348 | 152.46 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 947.32 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 11,702.49 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 114.15 |
| US BANK P CARD PAYMENTS | OTHER MISC CHARGES ACH PMT NO. - 80073348 | 61.72 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80073348 | 6.60 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES ACH PMT NO. - 80073348 | 160.00 |
| US BANK P CARD PAYMENTS | RECREATIONAL SUPPLIES ACH PMT NO. - 80073348 | 1,190.27 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 1,350.00 |
| US BANK P CARD PAYMENTS | REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 6,081.76 |
| US BANK P CARD PAYMENTS | SMALL TOOLS ACH PMT NO. - 80073348 | 1,449.29 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 22,028.41 |
| WA STATE DEPT OF REVENUE | ADVERTISING - | 37.29 |
| WA STATE DEPT OF REVENUE | CONTRACTUAL SERVICES - | 77.88 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--------------------------|------------------------------------|--------|
| WA STATE DEPT OF REVENUE | EQUIPMENT REPAIRS/MAINTENANCE - | 63.40 |
| WA STATE DEPT OF REVENUE | OFFICE SUPPLIES - | 5.07 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 112.30 |

| | | |
|--|--------------------------------|-----------|
| WA STATE DEPT OF REVENUE | OTH DUES/SUBSCRIPTNS/MEMBERSHP | 8.90 |
| | - | |
| WA STATE DEPT OF REVENUE | RECREATIONAL SUPPLIES | 16.29 |
| | - | |
| WA STATE DEPT OF REVENUE | REPAIRS/MAINTENANCE | 98.05 |
| | - | |
| TOTAL FOR 1400 - PARKS AND RECREATION FUND | | 90,301.60 |

1460 - PARKING METER REVENUE FUND

| | | |
|------------------------------|--------------------------------|----------|
| CENTURYLINK | TELEPHONE | |
| | CHECK NO. - 00567790 | 122.87 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80073379 | 179.76 |
| GRID MARK SIGNS INC | MISC SERVICES/CHARGES | |
| | ACH PMT NO. - 80073313 | 2,700.72 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 555.25 |
| PASSPORT LABS INC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80073415 | 4,939.92 |
| US BANK | BANK FEES | |
| TREASURY MANAGEMENT SERVICES | CHECK NO. - 00567818 | 529.76 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 2,919.76 |
| US BANK P CARD PAYMENTS | LEGAL SERVICES | |
| | ACH PMT NO. - 80073348 | 110.50 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80073348 | 38.10 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 143.57 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80073348 | 57.68 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 3,523.23 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | |
|---|-----------|
| TOTAL FOR 1460 - PARKING METER REVENUE FUND | 15,821.12 |
|---|-----------|

1500 - PATHS AND TRAILS RESERVE FUND

| | | |
|--|------------------------|--------|
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80073348 | 924.57 |
| TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND | | 924.57 |

1510 - SPOKANE REG EMERG COM SYS

| | | |
|--|--------------------------------|----------|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 100.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 299.83 |
| US BANK TRAVEL CARD | AIRFARE | |
| | CHECK NO. - 00567817 | 363.20 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 385.71 |
| TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS | | 1,148.74 |

1541 - CONTINUUM OF CARE

| | | |
|------------------------------------|-----------------------------|----------|
| US DEPARTMENT OF HOUSING | CONTRACTUAL SERVICES | |
| AND URBAN DEVELOPMENT | CHECK NO. - 00567804 | 1,475.83 |
| US DEPARTMENT OF HOUSING | IMMATERIAL PRIOR PERIOD ADJ | |
| AND URBAN DEVELOPMENT | CHECK NO. - 00567803 | 379.74 |
| TOTAL FOR 1541 - CONTINUUM OF CARE | | 1,855.57 |

1560 - FORFEITURES & CONTRIBUTION FND

| | | |
|---|------------------------|--------|
| US BANK P CARD PAYMENTS | LEGAL SERVICES | |
| | ACH PMT NO. - 80073348 | 254.61 |
| TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND | | 254.61 |

1590 - HOTEL/MOTEL TAX FUND

| | | |
|---------------------------------------|------------------------|----------|
| SPOKANE REGIONAL SPORTS | CONTRACTUAL SERVICES | |
| COMMISSION | ACH PMT NO. - 80073462 | 3,500.00 |
| TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND | | 3,500.00 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1610 - REAL ESTATE EXCISE TAX FUND

| | | |
|--|------------------------|--------------|
| SPOKANE PUBLIC FACILITIES | CONTRACTUAL SERVICES | |
| DISTRICT | ACH PMT NO. - 80073461 | 5,000,000.00 |
| TOTAL FOR 1610 - REAL ESTATE EXCISE TAX FUND | | 5,000,000.00 |

1620 - PUBLIC SAFETY & JUDICIAL GRANT

| | | |
|-----------------------------|--------------------------------|--------|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 720.65 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 183.51 |

| | | |
|-------------------------|--|--------|
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 350.00 |
|-------------------------|--|--------|

| | |
|---|----------|
| TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT | 1,254.16 |
|---|----------|

1630 - COMBINED COMMUNICATIONS CENTER

| | | |
|--|--|----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 337.82 |
| FASTENAL CO | OPERATING SUPPLIES ACH PMT NO. - 80073306 | 16.10 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 472.26 |
| ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567885 | 561.54 |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | VEBA POST EMPLOYMENT ACH PMT NO. - 80073519 | 1,000.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 2,768.36 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 3,599.86 |

| | |
|---|----------|
| TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER | 8,755.94 |
|---|----------|

1640 - COMMUNICATIONS BLDG M&O FUND

| | | |
|--------------------------|--|-----------|
| CONTROL SOLUTIONS NW INC | OTHER IMPROVEMENTS ACH PMT NO. - 80073378 | 10,098.68 |
| FASTENAL CO | OPERATING SUPPLIES ACH PMT NO. - 80073306 | 489.83 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|---|--------|
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 65.27 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 490.38 |

| | |
|---|-----------|
| TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND | 11,144.16 |
|---|-----------|

1680 - CD/HS OPERATIONS

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 735.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 3,911.88 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 154.29 |

| | | |
|---|--|---------------------|
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 1,286.50 |
| US BANK TRAVEL CARD | AIRFARE CHECK NO. - 00567817 | 1,056.91 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 1,446.45 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 236.01 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 4,775.33 |
| TOTAL FOR 1680 - CD/HS OPERATIONS | | 13,602.37 |
| 1690 - COMM DEVELOPMENT BLOCK GRANTS | | |
| COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW | ADVERTISING ACH PMT NO. - 80073299 | 146.44 |
| COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW | GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80073299 | 146.44- |
| TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS | | 0.00 |
| 1940 - CHANNEL FIVE EQUIPMENT RESERVE | | |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 205.97 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 80.90 |
| HONORABLE MAYOR AND COUNCIL MEMBERS | | 01/06/20 PAGE 26 |
| PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: | | |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 7.20 |
| TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE | | 294.07 |
| 1950 - PARK CUMULATIVE RESERVE FUND | | |
| US BANK P CARD PAYMENTS | SALE OF SCRAP/JUNK/SURPLUS ACH PMT NO. - 80073348 | 539.52 |
| TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND | | 539.52 |
| 1970 - FIRE/EMS FUND | | |
| ALBERT J MILLER | PER DIEM ACH PMT NO. - 80073362 | 106.00 |
| ALSCO DIVISION OF ALSCO INC | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80073283 | 82.21 |
| AT&T MOBILITY | CELL PHONE | |

| | | |
|-----------------------------------|---|-----------|
| | CHECK NO. - 00567786 | 8.24 |
| AVISTA DEVELOPMENT PO BOX 3727 | PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00567798 | 19.00 |
| BOUND TREE MEDICAL LLC | SAFETY SUPPLIES CHECK NO. - 00567876 | 2,095.51 |
| CENTURYLINK | TELEPHONE CHECK NO. - 00567790 | 245.86 |
| CITY SERVICE VALCON LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80073478 | 11,234.42 |
| CONTROL SOLUTIONS NW INC | OTHER IMPROVEMENTS ACH PMT NO. - 80073378 | 15,547.08 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 1,434.96 |
| DAVID CLARK COMPANY INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073302 | 227.50 |
| FASTENAL CO | OFFICE SUPPLIES ACH PMT NO. - 80073306 | 5.77 |
| FASTENAL CO | OPERATING SUPPLIES ACH PMT NO. - 80073490 | 878.57 |
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073490 | 167.22 |
| FASTENAL CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073490 | 644.44 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073492 | 214.11 |
| GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS | VEHICLE REPAIRS/MAINT ACH PMT NO. - 80073492 | 899.51 |
| HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS | VEBA POST EMPLOYMENT ACH PMT NO. - 80073495 | 500.00 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 8,980.31 |
| ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567885 | 43,738.57 |
| INLAND PACIFIC HOSE & FITTINGS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073315 | 6.34 |
| KENWORTH SALES COMPANY | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073499 | 358.91 |
| L N CURTIS & SONS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073318 | 359.37 |
| L N CURTIS & SONS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073318 | 222.16 |
| L N CURTIS & SONS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073501 | 1,184.61 |

| | | |
|--|---|-----------|
| NAPA AUTO PARTS GENUINE PARTS CO | MINOR EQUIPMENT ACH PMT NO. - 80073506 | 14.22 |
| NAPA AUTO PARTS GENUINE PARTS CO | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073506 | 7.40 |
| NAPA AUTO PARTS GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073506 | 1,383.56 |
| PATRICK BURCHELL | PER DIEM ACH PMT NO. - 80073358 | 56.00 |
| SALTER LABS | SAFETY SUPPLIES ACH PMT NO. - 80073333 | 144.92 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80073334 | 375.98 |
| SPOKANE EMERGENCY PHYSICIANS INC | CONTRACTUAL SERVICES ACH PMT NO. - 80073426 | 7,428.83 |
| SPOKANE FIRE FIGHTERS BENEFIT TRUST | VEBA POST EMPLOYMENT ACH PMT NO. - 80073519 | 15,000.00 |
| THE MEN'S WEARHOUSE INC | CLOTHING ALTERATIONS & REPAIRS CHECK NO. - 00567887 | 21.78 |
| TONY HUBBARD | PER DIEM CHECK NO. - 00567797 | 56.00 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| TRACE ANALYTICS LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073346 | 89.00 |
| UNIFIRE POWER BLOWERS INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073347 | 46.28 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 174.22 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00567818 | 18.50- |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 26,061.57 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80073348 | 257.05 |
| US BANK P CARD PAYMENTS | CLOTHING ACH PMT NO. - 80073348 | 311.56 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 435.61 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 1,048.11 |
| US BANK P CARD PAYMENTS | MISC SERVICES/CHARGES ACH PMT NO. - 80073348 | 22.78 |
| US BANK P CARD PAYMENTS | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80073348 | 6.98 |

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|-------------------------|--|----------|
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80073348 | 179.67 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 691.94 |
| US BANK P CARD PAYMENTS | OPERATING RENTALS/LEASES ACH PMT NO. - 80073348 | 190.93 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 777.73 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 288.11 |
| US BANK P CARD PAYMENTS | PER DIEM ACH PMT NO. - 80073348 | 25.34 |
| US BANK P CARD PAYMENTS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80073348 | 80.59 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80073348 | 199.48 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 1,630.00 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|----------|
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 1,073.50 |
| US BANK P CARD PAYMENTS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073348 | 2,446.23 |
| US BANK P CARD PAYMENTS | VEHICLE REPAIRS/MAINT ACH PMT NO. - 80073348 | 40.00 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 1,053.46 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 39.03 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 4,965.18 |
| WA STATE DEPT OF REVENUE | EQUIPMENT REPAIRS/MAINTENANCE - | 20.25 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 14.45 |
| WA STATE DEPT OF REVENUE | SAFETY SUPPLIES - | 12.90 |
| WA STATE DEPT OF REVENUE | VEHICLE REPAIR & MAINT SUPPLY - | 2.78 |

TOTAL FOR 1970 - FIRE/EMS FUND

155,815.59

3200 - ARTERIAL STREET FUND

BUDINGER & ASSOCIATES INC

CONSTRUCTION OF FIXED ASSETS

| | | |
|--|--|-----------|
| | ACH PMT NO. - 80073370 | 8,441.11 |
| CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073396 | 21,400.00 |
| LSB CONSULTING ENGINEERS PLLC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073405 | 2,362.59 |
| PARAMETRIX INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073414 | 3,287.50 |
| TOOLE DESIGN GROUP LLC | CONTRACTUAL SERVICES ACH PMT NO. - 80073434 | 10,576.02 |
| WA STATE DEPT/TRANSPORTATION | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073439 | 68.00 |

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|---------------------------------------|-------|-----------|
| TOTAL FOR 3200 - ARTERIAL STREET FUND | ----- | 46,135.22 |
|---------------------------------------|-------|-----------|

3346 - UTGO 2015 PARKS

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--------------------------|---|--------|
| US BANK P CARD PAYMENTS | OTHER CAPITALIZED COSTS ACH PMT NO. - 80073348 | 799.00 |
| WA STATE DEPT OF REVENUE | OTHER CAPITALIZED COSTS - | 71.11 |

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|----------------------------------|-------|--------|
| TOTAL FOR 3346 - UTGO 2015 PARKS | ----- | 870.11 |
|----------------------------------|-------|--------|

4100 - WATER DIVISION

| | | |
|---|---|----------|
| ACTION MATERIALS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073281 | 2,657.17 |
| AVISTA UTILITIES | PUBLIC UTILITY SERVICE ACH PMT NO. - 80073286 | 42.56 |
| BRAD L WHITE dba SUPERIOR FLUID POWER | MINOR EQUIPMENT ACH PMT NO. - 80073430 | 1,243.96 |
| CINTAS CORPORATION NO 3 LOC 606 | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80073477 | 1,451.49 |
| CONSOLIDATED SUPPLY CO | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80073377 | 5,406.89 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 906.40 |
| CORE & MAIN LP | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80073394 | 1,208.79 |
| ELIZABETH SCHOEDEL | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80073364 | 3.00 |
| FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP | CONTRACTUAL SERVICES ACH PMT NO. - 80073450 | 2,004.17 |
| H D FOWLER COMPANY | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80073314 | 3,645.97 |

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 7,935.00 |
| INLAND EMPIRE LLC PO BOX 53308 | REFUNDS CHECK NO. - 00567850 | 566.58 |
| JACKI PUTNAM 2330 W SHARP AVE | REFUNDS CHECK NO. - 00567851 | 130.74 |
| LUCENT LAW 1403 S GRAND BLVD STE 201S | REFUNDS CHECK NO. - 00567849 | 382.18 |
| NEPTUNE TECHNOLOGY GROUP INC | MINOR EQUIPMENT ACH PMT NO. - 80073323 | 9,787.93 |
| NICHOLAS KLEVEN 3604 W PRINCETON AVE | REFUNDS CHECK NO. - 00567848 | 184.73 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|-----------|
| OXARC INC | OPERATING SUPPLIES ACH PMT NO. - 80073329 | 425.39 |
| SHI CORP | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80073334 | 51.88 |
| STARPLEX CORP | ALARM/SECURITY SERVICES ACH PMT NO. - 80073339 | 2,502.50 |
| TRUE SEALS LLC | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073435 | 492.23 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 0.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 31,437.65 |
| US BANK P CARD PAYMENTS | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80073348 | 1,100.61 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 217.69 |
| US BANK P CARD PAYMENTS | INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80073348 | 4,264.92 |
| US BANK P CARD PAYMENTS | MACHINERY/EQUIPMENT ACH PMT NO. - 80073348 | 1,241.94 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 3,129.31 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 1,353.61 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 2,151.69 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 179.00 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80073348 | 4.38 |

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|-------------------------|---|-----------|
| US BANK P CARD PAYMENTS | POWER TOOLS/EQUIPMENT ACH PMT NO. - 80073348 | 314.73 |
| US BANK P CARD PAYMENTS | PUBLICATIONS ACH PMT NO. - 80073348 | 954.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 2,788.95 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 26,208.95 |
| US BANK P CARD PAYMENTS | REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 215.14 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|-----------|
| US BANK P CARD PAYMENTS | TESTING SERVICES ACH PMT NO. - 80073348 | 355.00 |
| US BANK TRAVEL CARD | AIRFARE CHECK NO. - 00567817 | 419.31 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 1,278.97 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 108.42 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 39,932.98 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80073525 | 179.03 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 32.68 |
| WA STATE DEPT OF REVENUE | PUBLICATIONS - | 84.91 |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES - | 43.17 |

TOTAL FOR 4100 - WATER DIVISION

159,026.60

4250 - INTEGRATED CAPITAL MANAGEMENT

| | | |
|--|--|------------|
| AECOM TECHNICAL SERVICES INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073365 | 1,789.57 |
| DW EXCAVATING INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073388 | 146,185.00 |
| GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073453 | 9,854.37 |
| HALME CONSTRUCTION INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073395 | 12,491.57 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 905.00 |
| J-U-B ENGINEERS INC | CONSTRUCTION OF FIXED ASSETS | |

| | | |
|----------------------------|------------------------------|-----------|
| | ACH PMT NO. - 80073400 | 426.18 |
| LANDAU ASSOCIATES | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80073403 | 40,358.40 |
| LUCENT LAW | REFUNDS | |
| 1403 S GRAND BLVD STE 201S | CHECK NO. - 00567849 | 29.53 |
| MICHELS CORPORATION | CONSTRUCTION OF FIXED ASSETS | |
| | ACH PMT NO. - 80073408 | 58,536.50 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|--------------|
| MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073505 | 2,861,296.24 |
| NICHOLAS KLEVEN 3604 W PRINCETON AVE | REFUNDS CHECK NO. - 00567848 | 88.59 |
| SPOKANE COUNTY TREASURER | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073425 | 901.32 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 3,513.38 |
| US BANK P CARD PAYMENTS | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073348 | 34.69 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 2,261.45 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 4.70 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 4,573.16 |
| WA STATE DEPT/TRANSPORTATION | CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80073467 | 118,676.61 |

| | |
|--|--------------|
| TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT | 3,261,926.26 |
|--|--------------|

4300 - SEWER FUND

| | | |
|--|---------------------------------|--------|
| LUCENT LAW 1403 S GRAND BLVD STE 201S | REFUNDS CHECK NO. - 00567849 | 35.88 |
| NICHOLAS KLEVEN 3604 W PRINCETON AVE | REFUNDS CHECK NO. - 00567848 | 107.64 |

| | |
|-----------------------------|--------|
| TOTAL FOR 4300 - SEWER FUND | 143.52 |
|-----------------------------|--------|

4310 - SEWER MAINTENANCE DIVISION

| | | |
|---|--|----------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 540.70 |
| FASTENAL CO | MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80073306 | 34.02 |
| FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP | CONTRACTUAL SERVICES ACH PMT NO. - 80073450 | 2,004.17 |

| | | |
|-----------------------------|--------------------------------|-----------|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 2,385.00 |
| OLYMPIC FOUNDRY INC | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80073328 | 16,062.75 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|-------------------------------|-----------|
| STELLAR INDUSTRIAL SUPPLY INC | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80073340 | 335.57 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY | |
| | CHECK NO. - 00567896 | 8,371.28 |
| US BANK P CARD PAYMENTS | COMPUTERS | |
| | ACH PMT NO. - 80073348 | 865.33 |
| US BANK P CARD PAYMENTS | LOCAL MILEAGE | |
| | ACH PMT NO. - 80073348 | 3.75 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT | |
| | ACH PMT NO. - 80073348 | 2,223.20 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 1,005.26 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80073348 | 4,212.70 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) | |
| | ACH PMT NO. - 80073348 | 55.62 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES | |
| | ACH PMT NO. - 80073348 | 97.00 |
| US BANK P CARD PAYMENTS | POSTAGE | |
| | ACH PMT NO. - 80073348 | 55.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80073348 | 300.00 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 163.95 |
| US BANK P CARD PAYMENTS | REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80073348 | 401.40 |
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80073348 | 1,902.78 |
| US BANK P CARD PAYMENTS | SMALL TOOLS | |
| | ACH PMT NO. - 80073348 | 6.49 |
| US BANK P CARD PAYMENTS | SMART PHONES, IPAD, TABLETS | |
| | ACH PMT NO. - 80073348 | 64.02 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT | |
| | ACH PMT NO. - 80073524 | 10,537.45 |
| WA STATE DEPT OF REVENUE | COMPUTERS | |
| | - | 5.89 |
| WA STATE DEPT OF REVENUE | MINOR EQUIPMENT | |
| | - | 35.60 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

51,794.21

4320 - RIVERSIDE PARK RECLAMATION FAC

| | | |
|--|--|------------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 1,300.78 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 5,915.00 |
| NRC ENVIRONMENTAL SERVICES INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073412 | 110,202.44 |
| TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA | TESTING SERVICES ACH PMT NO. - 80073345 | 412.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 24,891.63 |
| US BANK P CARD PAYMENTS | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 1,361.25 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 253.73 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 6,692.06 |
| US BANK P CARD PAYMENTS | MINOR SAFETY EQUIPMENT ACH PMT NO. - 80073348 | 2,658.66 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 753.27 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 28,635.42 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 630.10 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80073348 | 19.03 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES ACH PMT NO. - 80073348 | 302.00 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80073348 | 81.89 |
| US BANK P CARD PAYMENTS | PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80073348 | 172.95 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 665.00 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 3,493.09 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|------------|
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES ACH PMT NO. - 80073348 | 1,331.53 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 31,890.32 |
| WA STATE DEPT OF REVENUE | OPERATING SUPPLIES - | 230.99 |
| TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC | | 221,893.14 |

4330 - STORMWATER

| | | |
|---|---|-----------|
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80073286 | 65.88 |
| FINANCIAL CONSULTING SOLUTIONS GROUP INC DBA FCS GROUP | CONTRACTUAL SERVICES ACH PMT NO. - 80073450 | 2,004.16 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 1,595.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 5,054.00 |
| US BANK P CARD PAYMENTS | CONTRACTUAL SERVICES ACH PMT NO. - 80073348 | 1,090.00 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 3,047.89 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 6,551.98 |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES - | 100.81 |
| TOTAL FOR 4330 - STORMWATER | | 19,509.72 |

4360 - ENVIRONMENTAL PROGRAMS

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 75.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 231.54 |
| US BANK P CARD PAYMENTS | OTHER MISC CHARGES ACH PMT NO. - 80073348 | 300.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 1,050.00 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 19.50 |

| | | |
|--------------------|------------------------|--------|
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 299.83 |

| | | |
|---|-------|----------|
| TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS | ----- | 1,975.87 |
|---|-------|----------|

4480 - SOLID WASTE FUND

| | | |
|----------------------------|----------------------|--------|
| LUCENT LAW | REFUNDS | |
| 1403 S GRAND BLVD STE 201S | CHECK NO. - 00567849 | 117.65 |
| NICHOLAS KLEVEN | REFUNDS | |
| 3604 W PRINCETON AVE | CHECK NO. - 00567848 | 140.38 |

| | | |
|-----------------------------------|-------|--------|
| TOTAL FOR 4480 - SOLID WASTE FUND | ----- | 258.03 |
|-----------------------------------|-------|--------|

4490 - SOLID WASTE DISPOSAL

| | | |
|--|-------------------------------|-----------|
| BARR-TECH LLC | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80073369 | 87,704.14 |
| CLEAN HARBORS ENVIRONMENTAL SERVICES INC | HAZARDOUS WASTE DISPOSAL | |
| | CHECK NO. - 00567830 | 401.50 |
| COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL | IT/DATA SERVICES | |
| | ACH PMT NO. - 80073479 | 2,820.51 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80073379 | 405.70 |
| DICK IRVIN INC. | CONTRACTUAL SERVICES | |
| | ACH PMT NO. - 80073483 | 6,396.94 |
| ECOICHEM ANALYTICS INC | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80073486 | 2,717.17 |
| ELJAY OIL CO INC | MOTOR FUEL-OUTSIDE VENDOR | |
| | ACH PMT NO. - 80073488 | 570.68 |
| FASTENAL CO | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80073490 | 81.52 |
| FASTENAL CO | PERSONAL PROTECTIVE EQUIPMENT | |
| | ACH PMT NO. - 80073490 | 254.68 |
| FASTENAL CO | REPAIR & MAINTENANCE SUPPLIES | |
| | ACH PMT NO. - 80073490 | 311.46 |
| FASTENAL CO | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80073490 | 50.06 |
| FULCRUM ENVIRONMENTAL CONSULTING INC | MEDICAL SERVICES | |
| | ACH PMT NO. - 80073451 | 4,550.00 |
| GRAYMONT CAPITAL INC. | CHEMICAL/LAB SUPPLIES | |
| | ACH PMT NO. - 80073312 | 7,882.62 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--------------------------------|-------------------------------|------------|
| HELFRICH BROTHERS BOILER WORKS | EQUIPMENT REPAIRS/MAINTENANCE | |
| | ACH PMT NO. - 80073494 | 481,151.88 |

| | | |
|--|--|--------------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 3,805.00 |
| IRS ENVIRONMENTAL INC | CONTRACTUAL SERVICES ACH PMT NO. - 80073397 | 5,000.00 |
| KNIGHT CONSTRUCTION & SUPPLY INC | BUILDING IMPROVEMENTS ACH PMT NO. - 80073500 | 159,710.56 |
| KNIGHT CONSTRUCTION & SUPPLY INC | MACHINERY/EQUIPMENT ACH PMT NO. - 80073500 | 30,931.96 |
| NORTHSTAR CHEMICAL INC | CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80073508 | 4,007.52 |
| OIL RE-REFINING CO INC | HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80073509 | 290.00 |
| REGIONAL DISPOSAL COMPANY | CONTRACTUAL SERVICES ACH PMT NO. - 80073512 | 1,274,401.60 |
| SPECIALTY MACHINING & MFG CO | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073518 | 2,660.00 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 252.91 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 20,053.24 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 27.23 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 1,036.09 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80073348 | 160.87 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 2,571.40 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 3,722.73 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 223.00 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80073348 | 13.75 |
| US BANK P CARD PAYMENTS | PERMITS/OTHER FEES ACH PMT NO. - 80073348 | 95.00 |
| US BANK P CARD PAYMENTS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80073348 | 750.14 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|--|--------|
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80073348 | 161.12 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 39.00 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES | |

| | | |
|---------------------------------------|-------------------------------|--------------|
| | ACH PMT NO. - 80073348 | 18,113.39 |
| US BANK P CARD PAYMENTS | SMALL TOOLS | |
| | ACH PMT NO. - 80073348 | 1,132.18 |
| US BANK P CARD PAYMENTS | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80073348 | 3,440.59 |
| US BANK TRAVEL CARD | AIRFARE | |
| | CHECK NO. - 00567817 | 30.00 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES | |
| | CHECK NO. - 00567817 | 3.91 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 25,203.35 |
| WA STATE DEPT OF REVENUE | REPAIR & MAINTENANCE SUPPLIES | |
| | - | 228.94 |
| | | ----- |
| TOTAL FOR 4490 - SOLID WASTE DISPOSAL | | 2,153,364.34 |

4500 - SOLID WASTE COLLECTION

| | | |
|-----------------------------|--------------------------------|-----------|
| C & C YARD CARE | LANDSCAPE/GROUNDS MAINT | |
| | ACH PMT NO. - 80073371 | 769.97 |
| CARASOFT TECHNOLOGY CORP | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80073372 | 1,638.88 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES | |
| | ACH PMT NO. - 80073379 | 1,332.30 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 4,855.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 21,777.93 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 827.65 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES | |
| | ACH PMT NO. - 80073348 | 2,429.53 |
| US BANK P CARD PAYMENTS | SAFETY SUPPLIES | |
| | ACH PMT NO. - 80073348 | 651.74 |
| US BANK TRAVEL CARD | LODGING | |
| | CHECK NO. - 00567817 | 105.89 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--------------------------|-------------------------------|------------|
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES | |
| | CHECK NO. - 00567817 | 99.84 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 28,251.58 |
| WA STATE DEPT OF REVENUE | SAFETY SUPPLIES | |
| | - | 22.56 |
| WM RECYCLE AMERICA LLC | CONTRACTUAL SERVICES | |
| | CHECK NO. - 00567874 | 129,920.29 |

WM RECYCLE AMERICA LLC

SALE OF RECYCLING MATERIALS
CHECK NO. - 00567874

22,473.08-

TOTAL FOR 4500 - SOLID WASTE COLLECTION

170,210.08

4530 - SOLID WASTE LANDFILLS

| | | |
|--|---|--------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 75.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 216.50 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 64.42 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 67.43 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 301.78 |

TOTAL FOR 4530 - SOLID WASTE LANDFILLS

725.13

4600 - GOLF FUND

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 459.00 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 263.93 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 1,387.22 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80073348 | 139.58 |
| US BANK P CARD PAYMENTS | GENERAL REPAIRS/MAINT ACH PMT NO. - 80073348 | 2.06 |
| US BANK P CARD PAYMENTS | LUBRICANTS ACH PMT NO. - 80073348 | 421.20 |

HONORABLE MAYOR
AND COUNCIL MEMBERS01/06/20
PAGE 41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|--|----------|
| US BANK P CARD PAYMENTS | MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 1,732.59 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 1,858.58 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 108.15 |
| US BANK P CARD PAYMENTS | OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 1,210.53 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80073348 | 59.05 |

| | | |
|--|---|----------|
| US BANK P CARD PAYMENTS | REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 6,071.74 |
| US BANK P CARD PAYMENTS | SMALL TOOLS ACH PMT NO. - 80073348 | 681.86 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 1,988.45 |
| WA STATE DEPT OF REVENUE | REPAIRS/MAINTENANCE - | 78.78 |

TOTAL FOR 4600 - GOLF FUND

16,462.72

4700 - DEVELOPMENT SVCS CENTER

| | | |
|--|---|-----------|
| ALEXANDRIA LYNN GOOLIE | ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80073392 | 120.00 |
| BRANDON L CRUME | ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80073382 | 120.00 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 2,464.00 |
| McCLINTOCK & TURK INC PO BOX 3243 | PERMIT REFUNDS PAYABLE CHECK NO. - 00567802 | 85.00 |
| MICHAEL NILSSON | OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80073411 | 366.56 |
| MICHAEL NILSSON | PER DIEM ACH PMT NO. - 80073411 | 17.00- |
| NICHOLAS GOODMAN | ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80073391 | 120.00 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 142.61 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 10,787.12 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 42

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------|--|----------|
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80073348 | 439.00 |
| US BANK P CARD PAYMENTS | CLOTHING ACH PMT NO. - 80073348 | 350.51 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 666.40 |
| US BANK P CARD PAYMENTS | MISC SERVICES/CHARGES ACH PMT NO. - 80073348 | 164.55 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 430.33 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 2,133.15 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) | |

| | | |
|--|---|-----------|
| | ACH PMT NO. - 80073348 | 870.24 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 449.00 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 690.25 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 47.34 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 13,931.26 |
| VERIZON WIRELESS | CELL PHONE ACH PMT NO. - 80073350 | 1,408.83 |
| VERIZON WIRELESS | IT/DATA SERVICES ACH PMT NO. - 80073350 | 290.07 |
| WA STATE DEPT OF REVENUE | OFFICE SUPPLIES - | 3.28 |

| | | |
|--|-------|-----------|
| TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER | ----- | 36,062.50 |
|--|-------|-----------|

5100 - FLEET SERVICES FUND

| | | |
|--|---|----------|
| ADVANCE AUTO PARTS | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00567785 | 110.27 |
| AVISTA UTILITIES | UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80073286 | 34.20 |
| BATTERY SYSTEMS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073289 | 284.82 |
| BRAD L WHITE dba SUPERIOR FLUID POWER | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073342 | 1,130.23 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|-----------|
| BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073290 | 10,028.18 |
| CINTAS CORPORATION NO 3 LOC 606 | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80073293 | 1,094.04 |
| CITY SERVICE VALCON LLC | MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80073294 | 19,516.20 |
| CONNELL OIL INC DBA CO-ENERGY | LUBRICANTS ACH PMT NO. - 80073296 | 3,633.40 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 433.56 |
| CUMMINS NORTHWEST LLC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073383 | 6,171.86 |
| CUMMINS NORTHWEST LLC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073383 | 669.62 |
| DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00567793 | 224.77 |

| | | |
|---|---|----------|
| DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073354 | 388.75 |
| GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073310 | 378.20 |
| GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073393 | 3,078.91 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 1,705.00 |
| INLAND PACIFIC HOSE & FITTINGS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073315 | 124.84 |
| MOTION AUTO SUPPLY PARTS WHOLESALERS INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073409 | 758.46 |
| NAPA AUTO PARTS GENUINE PARTS CO | MINOR EQUIPMENT ACH PMT NO. - 80073410 | 454.95 |
| NAPA AUTO PARTS GENUINE PARTS CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073410 | 572.21 |
| NOVUS AUTO GLASS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073458 | 894.06 |
| O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00567808 | 31.09 |
| PAPE MACHINERY INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073330 | 2,618.58 |
| SIX ROBBLEES INC | VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00567815 | 179.29 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 44

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|----------|
| SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073335 | 1,054.37 |
| SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073335 | 9,054.90 |
| SPOKANE LINCOLN MERCURY SALES dba FOOTHILLS LINCOLN MERCURY | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073309 | 6,631.37 |
| TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073344 | 224.87 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 6,493.35 |
| US BANK P CARD PAYMENTS | ADVERTISING ACH PMT NO. - 80073348 | 870.87 |
| US BANK P CARD PAYMENTS | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 2,393.72 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 1,096.70 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 373.01 |

| | | |
|---|--|-----------|
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80073348 | 999.00 |
| US BANK P CARD PAYMENTS | PARKING/TOLLS (LOCAL) ACH PMT NO. - 80073348 | 13.11 |
| US BANK P CARD PAYMENTS | POSTAGE ACH PMT NO. - 80073348 | 28.43 |
| US BANK P CARD PAYMENTS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073348 | 16,583.38 |
| US BANK TRAVEL CARD | AIRFARE CHECK NO. - 00567817 | 60.00 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 159.56 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 8,188.46 |
| WA STATE DEPT OF REVENUE | OTH DUES/SUBSCRIPTNS/MEMBERSHP - | 88.91 |
| WA STATE DEPT OF REVENUE | VEHICLE REPAIR & MAINT SUPPLY - | 274.92 |
| WENDLE FORD NISSAN ISUZU | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073352 | 387.25 |
| WESTERN REFUSE & RECYCLING EQUIPMENT INC | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073355 | 348.95 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|------------|
| WESTERN STATES EQUIPMENT CO | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073356 | 135.28 |
| WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE | EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80073469 | 2,333.73 |
| WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073441 | 911.92 |
| TOTAL FOR 5100 - FLEET SERVICES FUND | | 113,221.55 |

5200 - PUBLIC WORKS AND UTILITIES

| | | |
|--|--|-----------|
| CARAHSOFT TECHNOLOGY CORP | SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80073372 | 4,097.19 |
| DELL MARKETING LP %DELL USA LP | OPERATING SUPPLIES ACH PMT NO. - 80073303 | 82.74 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 830.00 |
| NICHOLAS KLEVEN 3604 W PRINCETON AVE | REFUNDS CHECK NO. - 00567848 | 3.95 |
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 16,388.85 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |

| | | |
|--|--|----------|
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 3,646.31 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 1,073.50 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 265.73 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 50.08 |
| US BANK P CARD PAYMENTS | OTHER MISC CHARGES ACH PMT NO. - 80073348 | 434.21 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 4,355.31 |

| | | |
|---|-------|-----------|
| TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES | ----- | 31,227.87 |
|---|-------|-----------|

5300 - IT FUND

| | | |
|--|---|-------|
| ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80073284 | 1.52 |
| AT&T MOBILITY | CELL PHONE CHECK NO. - 00567786 | 49.96 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 46

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|--|-----------|
| CARAHSOFT TECHNOLOGY CORP | SOFTWARE MAINTENANCE ACH PMT NO. - 80073372 | 819.44 |
| CDW GOVERNMENT INC | MINOR EQUIPMENT ACH PMT NO. - 80073292 | 16,433.75 |
| CERIUM NETWORKS INC | MINOR EQUIPMENT ACH PMT NO. - 80073373 | 292.89 |
| DANIEL WORDELL | NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00567823 | 66.02 |
| ERIC FINCH | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80073359 | 373.01 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 2,576.00 |
| NETBRAIN TECHNOLOGIES INC | SOFTWARE MAINTENANCE ACH PMT NO. - 80073324 | 8,208.00 |
| STRONGER INTERNATIONAL | CONTRACTUAL SERVICES ACH PMT NO. - 80073465 | 345.95 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 12,649.57 |
| US BANK P CARD PAYMENTS | IT/DATA SERVICES ACH PMT NO. - 80073348 | 13.07 |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 2,838.94 |
| US BANK P CARD PAYMENTS | OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80073348 | 201.68 |

| | | |
|--|---|-----------|
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 140.91 |
| US BANK P CARD PAYMENTS | PUBLICATIONS ACH PMT NO. - 80073348 | 249.53 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING ACH PMT NO. - 80073348 | 3,480.00 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 350.56 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 317.17 |
| US BANK TRAVEL CARD | PER DIEM CHECK NO. - 00567817 | 110.97 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 15,369.89 |
| WA STATE DEPT OF REVENUE | MINOR EQUIPMENT - | 24.71 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 47

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--------------------------------------|-------------------------------------|-----------|
| WA STATE DEPT OF REVENUE | SOFTWARE MAINTENANCE - | 730.51 |
| XO COMMUNICATIONS INC C/O VERIZON | TELEPHONE ACH PMT NO. - 80073471 | 951.53 |
| TOTAL FOR 5300 - IT FUND | | 66,595.58 |

5400 - REPROGRAPHICS FUND

| | | |
|--|--|-----------|
| ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80073284 | 28.34 |
| CANON FINANCIAL SERVICES INC | OPERATING RENTALS/LEASES CHECK NO. - 00567871 | 927.80 |
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 15,601.16 |
| ED HAIGHT SERVICE | OPERATING SUPPLIES ACH PMT NO. - 80073444 | 393.78 |
| GREAT WESTERN INK INC | OPERATING SUPPLIES CHECK NO. - 00567795 | 215.85 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 180.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 656.50 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 217.04 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 863.16 |

WA STATE DEPT OF REVENUE

OPERATING SUPPLIES

38.53

TOTAL FOR 5400 - REPROGRAPHICS FUND

19,122.16

5500 - PURCHASING & STORES FUND

| | | |
|-----------------------------|--------------------------------|----------|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 484.00 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 1,540.95 |
| US BANK P CARD PAYMENTS | OTH DUES/SUBSCRIPTNS/MEMBERSHP | |
| | ACH PMT NO. - 80073348 | 40.00 |
| US BANK P CARD PAYMENTS | REGISTRATION/SCHOOLING | |
| | ACH PMT NO. - 80073348 | 649.00 |

HONORABLE MAYOR
AND COUNCIL MEMBERS01/06/20
PAGE 48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---------------------|-------------------------------|----------|
| US BANK TRAVEL CARD | AIRFARE | |
| | CHECK NO. - 00567817 | 60.00 |
| US BANK TRAVEL CARD | LODGING | |
| | CHECK NO. - 00567817 | 210.18 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES | |
| | CHECK NO. - 00567817 | 31.00 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 1,992.51 |

TOTAL FOR 5500 - PURCHASING & STORES FUND

5,007.64

5600 - ACCOUNTING SERVICES

| | | |
|-----------------------------|--------------------------------|-----------|
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 2,223.17 |
| US BANK OR CITY TREASURER | SOCIAL SECURITY | |
| EMP BENEFITS (CITY) | CHECK NO. - 00567896 | 7,809.02 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES | |
| | ACH PMT NO. - 80073348 | 28.46 |
| US BANK TRUST NA | RETIREMENT | |
| OR CITY OF SPOKANE | ACH PMT NO. - 80073524 | 10,128.13 |

TOTAL FOR 5600 - ACCOUNTING SERVICES

20,188.78

5700 - MY SPOKANE

| | | |
|--------------------------------|--------------------------------|----------|
| FEDERAL EXPRESS CORP/DBA FEDEX | POSTAGE | |
| | ACH PMT NO. - 80073307 | 4.48 |
| GALAXY DIGITAL LLC | SOFTWARE (NONCAPITALIZED) | |
| | ACH PMT NO. - 80073390 | 4,850.00 |
| ICMA RETIREMENT TRUST 457 | DEFERRED COMPENSATION-MATCHING | |

| | | |
|--|---|----------|
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 445.00 |
| SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC | INTERPRETER COSTS ACH PMT NO. - 80073336 | 30.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 1,835.21 |
| US BANK P CARD PAYMENTS | NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80073348 | 42.68 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 148.75 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 2,347.39 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-----------------------------|--------------------------------|-----------|
| WA STATE DEPT OF REVENUE | SOFTWARE (NONCAPITALIZED) - | 431.65 |
| TOTAL FOR 5700 - MY SPOKANE | | 10,135.16 |

5750 - OFFICE OF PERFORMANCE MGMT

| | | |
|--|--|----------|
| CDW GOVERNMENT INC | MINOR EQUIPMENT ACH PMT NO. - 80073292 | 629.49 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 375.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 1,542.60 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 1,641.20 |
| TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT | | 4,188.29 |

5800 - RISK MANAGEMENT FUND

| | | |
|---|--|-----------|
| US BANK TREASURY MANAGEMENT SERVICES | BANK FEES CHECK NO. - 00567818 | 225.20 |
| US BANK TREASURY MANAGEMENT SERVICES | EARNINGS CREDIT CHECK NO. - 00567818 | 225.20- |
| US BANK OR CITY TREASURER LIABILITY CLAIMS | INSURANCE CLAIMS ACH PMT NO. - 80073437 | 13,590.19 |
| TOTAL FOR 5800 - RISK MANAGEMENT FUND | | 13,590.19 |

5810 - WORKERS' COMPENSATION FUND

| | | |
|--|--|--------|
| COPIERS NORTHWEST INC | OPERATING RENTALS/LEASES ACH PMT NO. - 80073379 | 283.78 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 286.87 |

| | | |
|--|---|----------|
| STELLAR INDUSTRIAL SUPPLY INC | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80073340 | 20.92 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 1,053.54 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 1,167.52 |

| | |
|---|----------|
| TOTAL FOR 5810 - WORKERS' COMPENSATION FUND | 2,812.63 |
|---|----------|

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5820 - UNEMPLOYMENT COMPENSATION FUND

| | | |
|--|--|-------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 11.24 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 37.94 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 47.65 |

| | |
|---|-------|
| TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND | 96.83 |
|---|-------|

5830 - EMPLOYEES BENEFITS FUND

| | | |
|--|--|------------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 245.00 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION ACH PMT NO. - 80073511 | 48,700.23 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | INSURANCE CLAIMS ACH PMT NO. - 80073459 | 400,328.10 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 762.19 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 53.61 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 942.78 |
| WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE | INSURANCE ADMINISTRATION ACH PMT NO. - 80073468 | 13,477.50 |
| WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE | INSURANCE CLAIMS ACH PMT NO. - 80073528 | 18,500.96 |

| | |
|--|------------|
| TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND | 483,010.37 |
|--|------------|

5900 - ASSET MANAGEMENT FUND OPS

| | | |
|--|---|--------|
| ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX | LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80073284 | 524.48 |
| COEUR D'ALENE SERVICE STATION | BUILDING REPAIRS/MAINTENANCE | |

| | | |
|--|---|----------|
| EQUIPMENT | ACH PMT NO. - 80073375 | 280.96 |
| COEUR D'ALENE SERVICE STATION EQUIPMENT | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073375 | 19.57 |
| COMPASS CONSTRUCTION INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073481 | 5,598.87 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 51

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|--|---|----------|
| CONTROL SOLUTIONS NW INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073297 | 612.56 |
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 375.00 |
| INDUSTRIAL COMMERCIAL SERVICE | BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00567833 | 1,168.49 |
| INDUSTRIAL COMMERCIAL SERVICE | REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00567833 | 54.42 |
| JOHNSON CONTROLS FIRE PROTECTION | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073399 | 1,374.70 |
| JOHNSON CONTROLS FIRE PROTECTION | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073399 | 1,138.01 |
| KEN DAVIS LAWN & TREE CAR | SNOW REMOVAL SERVICES ACH PMT NO. - 80073498 | 43.56 |
| MCKINSTRY CO LLC LOCKBOX | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073406 | 1,056.73 |
| MCKINSTRY CO LLC LOCKBOX | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073406 | 1,992.00 |
| RIVER CITY GLASS INC | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073514 | 8,333.16 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 1,554.58 |
| US BANK P CARD PAYMENTS | BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80073348 | 14.15- |
| US BANK P CARD PAYMENTS | MINOR EQUIPMENT ACH PMT NO. - 80073348 | 163.35 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 34.84 |
| US BANK P CARD PAYMENTS | OPERATING RENTALS/LEASES ACH PMT NO. - 80073348 | 1,408.73 |
| US BANK P CARD PAYMENTS | OPERATING SUPPLIES ACH PMT NO. - 80073348 | 1,560.79 |
| US BANK P CARD PAYMENTS | REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80073348 | 7,099.03 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 2,034.23 |
| WCP SOLUTIONS | OPERATING SUPPLIES | |

ACH PMT NO. - 80073353 1,301.74

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS 37,715.65

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5901 - ASSET MANAGEMENT FUND CAPITAL

| | | |
|-------------------------|---|----------|
| L N CURTIS & SONS | VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80073501 | 2,741.31 |
| L N CURTIS & SONS | VEHICLES ACH PMT NO. - 80073501 | 1,827.54 |
| US BANK P CARD PAYMENTS | PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80073348 | 1,287.93 |
| US BANK P CARD PAYMENTS | VEHICLE REPAIRS/MAINT ACH PMT NO. - 80073348 | 643.00 |

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL 6,499.78

5902 - PROPERTY ACQUISITION POLICE

| | | |
|-------------------|------------------------------------|------------|
| COLUMBIA FORD INC | VEHICLES ACH PMT NO. - 80073480 | 137,696.19 |
|-------------------|------------------------------------|------------|

TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE 137,696.19

6100 - RETIREMENT

| | | |
|--|--|----------|
| ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD | DEFERRED COMPENSATION-MATCHING CHECK NO. - 00567882 | 260.00 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | SOCIAL SECURITY CHECK NO. - 00567896 | 816.13 |
| US BANK P CARD PAYMENTS | OFFICE SUPPLIES ACH PMT NO. - 80073348 | 34.84 |
| US BANK TRAVEL CARD | LODGING CHECK NO. - 00567817 | 651.88 |
| US BANK TRAVEL CARD | OTHER TRANSPORTATION EXPENSES CHECK NO. - 00567817 | 17.92 |
| US BANK TRUST NA OR CITY OF SPOKANE | RETIREMENT ACH PMT NO. - 80073524 | 1,043.25 |

TOTAL FOR 6100 - RETIREMENT 2,824.02

6200 - FIREFIGHTERS' PENSION FUND

| | | |
|---|---|----------|
| BKD-HCN TENANT LLC DBA BROOKDALE NORTH SPOKANE | SERVICE REIMBURSEMENT CHECK NO. - 00567870 | 7,700.00 |
| DAVID WILLMAN | SERVICE REIMBURSEMENT CHECK NO. - 00567822 | 3,000.90 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|--|----------|
| GARY L BROWN | SERVICE REIMBURSEMENT CHECK NO. - 00567788 | 150.00 |
| GERARD T DEATHERAGE | SERVICE REIMBURSEMENT CHECK NO. - 00567792 | 60.00 |
| GN HEARING CARE CORPORATION DBA BELTONE | SERVICE REIMBURSEMENT CHECK NO. - 00567794 | 3,400.00 |
| LEONARD J VANDERBOSCH MD | OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80073349 | 175.00 |
| MOSS-ADAMS LLP | CONTRACTUAL SERVICES ACH PMT NO. - 80073457 | 2,000.00 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION ACH PMT NO. - 80073511 | 8,095.74 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT ACH PMT NO. - 80073459 | 5,142.82 |
| RALPH D BROWN | SERVICE REIMBURSEMENT CHECK NO. - 00567789 | 100.00 |
| RONALD PAYTON | SERVICE REIMBURSEMENT CHECK NO. - 00567809 | 108.89 |
| ROSAUER'S PHARMACY | SERVICE REIMBURSEMENT CHECK NO. - 00567813 | 134.32 |
| ROYAL PARK CARE CENTER, LLC | SERVICE REIMBURSEMENT CHECK NO. - 00567814 | 9,279.00 |
| ROYAL PARK CARE CENTER, LLC | SERVICE REIMBURSEMENT CHECK NO. - 00567814 | 162.75 |
| SPOKANE EAR NOSE & THROAT CLINIC PS | SERVICE REIMBURSEMENT CHECK NO. - 00567816 | 215.71 |
| WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE | INSURANCE ADMINISTRATION ACH PMT NO. - 80073468 | 1,356.15 |
| WILLIAM R WHITE | SERVICE REIMBURSEMENT CHECK NO. - 00567821 | 82.24 |

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND

41,163.52

6300 - POLICE PENSION

| | | |
|--|---|----------|
| CRISTA SENIOR COMMUNITY ASSISTED LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00567872 | 4,755.00 |
| CRISTA SENIOR COMMUNITY ASSISTED LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00567872 | 809.00 |
| DENISE GEIST | SERVICE REIMBURSEMENT ACH PMT NO. - 80073360 | 434.50 |

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|--|----------|
| FRED UTTKE | SERVICE REIMBURSEMENT CHECK NO. - 00567819 | 135.28 |
| HOME CARE ASSISTANCE OF WASHINGTON LLC | SERVICE REIMBURSEMENT CHECK NO. - 00567796 | 1,024.00 |
| JAMES MANSON | SERVICE REIMBURSEMENT CHECK NO. - 00567807 | 99.40 |
| LEONARD J VANDERBOSCH MD | OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80073349 | 175.00 |
| LIFELINE SYSTEMS CO | SERVICE REIMBURSEMENT CHECK NO. - 00567806 | 44.50 |
| MANITO CAPITAL LLC DBA FAMILY HOME CARE | SERVICE REIMBURSEMENT ACH PMT NO. - 80073305 | 2,846.97 |
| MELVIN W CLARK | SERVICE REIMBURSEMENT CHECK NO. - 00567791 | 106.85 |
| MICHAEL PRIM | SERVICE REIMBURSEMENT CHECK NO. - 00567811 | 30.50 |
| MORAN VISTA SENIOR LIVING | SERVICE REIMBURSEMENT CHECK NO. - 00567873 | 4,675.00 |
| MOSS-ADAMS LLP | CONTRACTUAL SERVICES ACH PMT NO. - 80073457 | 2,000.00 |
| PREMERA BLUE CROSS | INSURANCE ADMINISTRATION ACH PMT NO. - 80073511 | 6,342.96 |
| PREMERA BLUE CROSS OR SPOKANE CITY TREASURER | SERVICE REIMBURSEMENT ACH PMT NO. - 80073459 | 6,216.73 |
| RICHARD J POOLE | SERVICE REIMBURSEMENT CHECK NO. - 00567810 | 265.00 |
| ROSAUER'S PHARMACY | SERVICE REIMBURSEMENT CHECK NO. - 00567813 | 1,748.61 |
| SHELDON REEVE | SERVICE REIMBURSEMENT CHECK NO. - 00567812 | 68.97 |
| WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE | INSURANCE ADMINISTRATION ACH PMT NO. - 80073468 | 1,062.48 |

TOTAL FOR 6300 - POLICE PENSION

32,840.75

6960 - SALARY CLEARING FUND NEW

| | | |
|--|---|--------|
| CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING | IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00567877 | 428.96 |
| DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE | DANIEL H BRUNNER, TRUSTEE CHECK NO. - 00567878 | 400.00 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 55

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIGNITARY PROTECTION TEAM FUND DIGNITARY PROTECTION TEAM FUND

| | | |
|--------------------------------|--------------------------------|------------|
| % SPOKANE LAW ENFORCEMENT C U | ACH PMT NO. - 80073484 | 120.00 |
| EDU MEMBERSHIP FUND | EDU MEMBERSHIP FUND | |
| % SPOKANE LAW ENFORCEMENT C U | ACH PMT NO. - 80073487 | 22.50 |
| FAMILY SUPPORT REGISTRY | FAMILY SUPPORT REGISTRY (CO) | |
| | CHECK NO. - 00567880 | 507.68 |
| HUMAN RESOURCES | HUMAN RESOURCES | |
| RE: PARKING FEES | CHECK NO. - 00567881 | 1,327.00 |
| ICMA RETIREMENT TRUST 457 | ICMA RETIREMENT TRUST 457D | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 269,384.32 |
| ICMA RETIREMENT TRUST 457 | ICMA ROTH IRA | |
| % FIRST NATIONAL BANK OF MD | CHECK NO. - 00567882 | 10,396.91 |
| ICMA RETIREMENT TRUST 457 LOAN | ICMA RETR 457D LOAN PAYMENT | |
| PAYMENT | CHECK NO. - 00567883 | 56,953.24 |
| IDAHO STATE TAX COMMISSION | IDAHO STATE TAX COMMISSION | |
| | CHECK NO. - 00567884 | 150.00 |
| ING LIFE INSURANCE & ANNUITY | ING LIFE INSURANCE&ANNUITY CO | |
| OR CITY OF SPOKANE TREASURER | CHECK NO. - 00567885 | 69,234.10 |
| INT'L ASSN OF FIREFIGHTERS/ | INTL ASSOC FF LOCAL 29 | |
| UNION LOCAL 29 | ACH PMT NO. - 80073496 | 54,680.85 |
| JUNE WALLACE | JUNE WALLACE | |
| | CHECK NO. - 00567900 | 988.02 |
| LT & CAPT ASSOCIATION | LIEUTENANTS & CAPTAINS ASSOC | |
| % SPOKANE LAW ENFORCEMENT CU | ACH PMT NO. - 80073502 | 1,740.00 |
| LTS & CPTS LEGAL DEFENSE FUND | LEGAL DEFENSE LTS&CAPTS | |
| | ACH PMT NO. - 80073503 | 44.00 |
| M & P ASSOCIATION | M&P ASSOCIATION | |
| | ACH PMT NO. - 80073504 | 2,640.45 |
| NEW JERSEY SUPPORT PAYMENT | NJ SUPPORT PAYMENT CENTER | |
| CENTER | CHECK NO. - 00567888 | 158.18 |
| OFFICE OF THE ATTORNEY GENERAL | OFFICE OF THE ATTY GENERAL | |
| TX CHILD SUPPORT SDU | CHECK NO. - 00567889 | 273.50 |
| PEOPLE QUALIFIED COMMITTEE | PEOPLE QUALIFIED COMMITTEE | |
| AFL-CIO | CHECK NO. - 00567890 | 15.35 |
| POLICE GUILD LEGAL DEFENSE | POLICE GUILD LEGAL DEFENSE | |
| FUND | ACH PMT NO. - 80073493 | 606.00 |
| PRE-PAID LEGAL SERVICES INC | PRE-PAID LEGAL SERVICE INC | |
| | CHECK NO. - 00567891 | 473.55 |
| REHN & ASSOCIATES | AW REHN-SEC 125 DEPENDENT CARE | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80073513 | 4,566.56 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|-------------------------------|---------------------------|-----------|
| REHN & ASSOCIATES | AW REHN-SEC 125 HEALTH | |
| SPOKANE CITY TREASURER | ACH PMT NO. - 80073513 | 15,665.27 |
| SPOKANE FIRE FIGHTERS BENEFIT | FIRE LONG TERM DISABILITY | |
| TRUST | ACH PMT NO. - 80073476 | 18,312.68 |

| | | |
|---|--|------------|
| SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80073515 | 832.50 |
| SPOKANE POLICE CHAPLAIN ASSOCIATION | POLICE CHAPLIN ASSOC ACH PMT NO. - 80073516 | 3,247.50 |
| SPOKANE POLICE GUILD ATTN: SARGEANT PAUL CARPENTER | POLICE GUILD ACH PMT NO. - 80073510 | 21,008.22 |
| SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE | POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80073520 | 688.05 |
| SPOKANE POLICE K-9 MEMBERSHIP FUND | POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80073517 | 90.00 |
| SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80073521 | 410.00 |
| SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U | SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80073522 | 272.00 |
| STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS | STATE DISBURSEMENT UNIT CHECK NO. - 00567893 | 357.22 |
| SUPPORT PAYMENT CLEARINGHOUSE | DEPT OF ECONOMIC SECURITY CHECK NO. - 00567879 | 257.50 |
| UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS | UNITED STATES TREASURY CHECK NO. - 00567895 | 12.50 |
| UNITED WAY | UNITED WAY ACH PMT NO. - 80073523 | 1,154.58 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | FICA WITHHOLDING-CITY CHECK NO. - 00567896 | 258,782.69 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | FIT WITHHOLDING-CITY CHECK NO. - 00567896 | 541,110.84 |
| US BANK OR CITY TREASURER EMP BENEFITS (CITY) | MEDI WITHHOLDING-CITY CHECK NO. - 00567896 | 102,431.79 |
| US BANK TRUST NA OR CITY OF SPOKANE | CITY RETIREMENT SYSTEM ACH PMT NO. - 80073524 | 395,695.93 |
| US DEPARTMENT OF EDUCATION AWG | US DEPT. OF EDUCATION AWG CHECK NO. - 00567897 | 225.49 |
| WA GET PROGRAM | WA GET PROGRAM CHECK NO. - 00567898 | 450.50 |
| WA ST COUNCIL OF CITY & COUNTY EMPLOYEES | WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80073527 | 27,982.54 |

HONORABLE MAYOR
AND COUNCIL MEMBERS

01/06/20
PAGE 57

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

| | | |
|---|---|-----------|
| WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER | WA STATE CHILD SUPPORT CHECK NO. - 00567899 | 16,193.48 |
| WESTERN STATES POLICE MEDICAL TRUST | NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00567901 | 975.00 |
| WSCCCE, AFSCME, AFL-CIO | WSCCCE AFSCME AFL CIO CHECK NO. - 00567902 | 311.08 |

TOTAL FOR 6960 - SALARY CLEARING FUND NEW

1,881,578.53

TOTAL CLAIMS

14,679,827.16

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/06/20
TIME: 08:29
PAGE: 1

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|-----------|---------|--------|
| | USE TAX AMOUNTS | 3,472.46 | | |
| 00567785 | ADVANCE AUTO PARTS | 110.27 | | |
| 00567786 | AT&T MOBILITY | 58.20 | | |
| 00567787 | BOUND TREE MEDICAL LLC | 204.17 | | |
| 00567788 | GARY L BROWN | 150.00 | | |
| 00567789 | RALPH D BROWN | 100.00 | | |
| 00567790 | CENTURYLINK | 368.73 | | |
| 00567791 | MELVIN W CLARK | 106.85 | | |
| 00567792 | GERARD T DEATHERAGE | 60.00 | | |
| 00567793 | DIRECT AUTOMOTIVE DISTRIBUTI | 224.77 | | |
| 00567794 | GN HEARING CARE CORPORATION | 3,400.00 | | |
| 00567795 | GREAT WESTERN INK INC | 215.85 | | |
| 00567796 | HOME CARE ASSISTANCE OF | 1,024.00 | | |
| 00567797 | TONY HUBBARD | 56.00 | | |
| 00567798 | AVISTA DEVELOPMENT | 19.00 | | |
| 00567799 | McCLINTOCK & TURK INC | 25.00 | | |
| 00567800 | McCLINTOCK & TURK INC | 10.00 | | |
| 00567801 | McCLINTOCK & TURK INC | 25.00 | | |
| 00567802 | McCLINTOCK & TURK INC | 25.00 | | |
| 00567803 | US DEPARTMENT OF HOUSING | 379.74 | | |
| 00567804 | US DEPARTMENT OF HOUSING | 1,475.83 | | |
| 00567805 | MIYOKO KUZUTANI | 315.67 | | |
| 00567806 | LIFELINE SYSTEMS CO | 44.50 | | |
| 00567807 | JAMES MANSON | 99.40 | | |
| 00567808 | O'REILLY AUTOMOTIVE STORES I | 31.09 | | |
| 00567809 | RONALD PAYTON | 108.89 | | |
| 00567810 | RICHARD J POOLE | 265.00 | | |
| 00567811 | MICHAEL PRIM | 30.50 | | |
| 00567812 | SHELDON REEVE | 68.97 | | |
| 00567813 | ROSAUER'S PHARMACY | 1,882.93 | | |
| 00567814 | ROYAL PARK CARE CENTER, LLC | 9,441.75 | | |
| 00567815 | SIX ROBBLEES INC | 179.29 | | |
| 00567816 | SPOKANE EAR NOSE & THROAT | 215.71 | | |
| 00567817 | US BANK TRAVEL CARD | | | |
| 00567818 | US BANK | 19,691.77 | | |
| 00567819 | FRED UTTKE | 135.28 | | |
| 00567820 | WHITE BLOCK COMPANY INC | 4,157.25 | | |
| 00567821 | WILLIAM R WHITE | 82.24 | | |
| 00567822 | DAVID WILLMAN | 3,000.90 | | |
| 00567823 | DANIEL WORDELL | 66.02 | | |
| 00567824 | US BANK TRAVEL CARD | | | |
| 00567825 | YMCA | | | 239.00 |
| 00567826 | PARK DEPT IMPREST FUND | | | 111.06 |
| 00567827 | PARK DEPT IMPREST FUND | | | 39.27 |
| 00567828 | US BANK TRAVEL CARD | | | |
| 00567829 | CAD OF SPOKANE, INC. | 5,105.40 | | |
| 00567830 | CLEAN HARBORS ENVIRONMENTAL | 401.50 | | |
| 00567831 | TERESA FULLER | 29.00 | | |
| 00567833 | INDUSTRIAL COMMERCIAL SERVIC | 1,222.91 | | |
| 00567834 | CATHY DERNBACH | 30.00 | | |
| 00567835 | DUNN & BLACK | 15.00 | | |
| 00567836 | RONALD REIMAN | 40.00 | | |
| 00567837 | EAN SERVICES LLC | 40.00 | | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/06/20
TIME: 08:29
PAGE: 2

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|--------------|---------|-----------|
| 00567838 | VALLEY EMPIRE COLLECTION | 63.39 | | |
| 00567839 | VALLEY EMPIRE COLLECTION | 9.75 | | |
| 00567840 | VALLEY EMPIRE COLLECTION | 45.37 | | |
| 00567841 | VALLEY EMPIRE COLLECTION | 27.63 | | |
| 00567842 | NANCI STOCKER-WOLFE | 10.00 | | |
| 00567843 | PATRICK PAYNE | 1,000.00 | | |
| 00567844 | CHARLES ROGERS | 1,000.00 | | |
| 00567845 | JAN WENDT | 25.00 | | |
| 00567846 | DONALD MARVIN ZERBST | 25.00 | | |
| 00567847 | JANNA L SCHROEDER | 25.00 | | |
| 00567848 | NICHOLAS KLEVEN | 525.29 | | |
| 00567849 | LUCENT LAW | 565.24 | | |
| 00567850 | INLAND EMPIRE LLC | 566.58 | | |
| 00567851 | JACKI PUTNAM | 130.74 | | |
| 00567852 | ELIZABETH LEE WELLER | 11.74 | | |
| 00567853 | RILEY M BONSER | 22.76 | | |
| 00567854 | CHRISTINE MACKLEIT | 33.90 | | |
| 00567855 | GERALD LAMONT ASHBY | 11.28 | | |
| 00567856 | SPOKANE MUNICIPAL COURT | 32.61 | | |
| 00567857 | THE FA BARTLETT TREE EXPERT | | | 11,189.48 |
| 00567870 | BKD-HCN TENANT LLC | 7,700.00 | | |
| 00567871 | CANON FINANCIAL SERVICES INC | 927.80 | | |
| 00567872 | CRISTA SENIOR COMMUNITY | 5,564.00 | | |
| 00567873 | MORAN VISTA SENIOR LIVING | 4,675.00 | | |
| 00567874 | WM RECYCLE AMERICA LLC | 107,447.21 | | |
| 00567875 | CH2M HILL ENGINEERS INC | | | 10,019.63 |
| 00567876 | BOUND TREE MEDICAL LLC | 1,891.34 | | |
| 00567877 | CHILD SUPPORT SERVICES | 428.96 | | |
| 00567878 | DANIEL H BRUNNER, TRUSTEE | 400.00 | | |
| 00567879 | SUPPORT PAYMENT CLEARINGHOUS | 257.50 | | |
| 00567880 | FAMILY SUPPORT REGISTRY | 507.68 | | |
| 00567881 | HUMAN RESOURCES | 1,327.00 | | |
| 00567882 | ICMA RETIREMENT TRUST 457 | 430,231.44 | | |
| 00567883 | ICMA RETIREMENT TRUST 457 LO | 56,953.24 | | |
| 00567884 | IDAHO STATE TAX COMMISSION | 150.00 | | |
| 00567885 | ING LIFE INSURANCE & ANNUITY | 113,534.21 | | |
| 00567886 | WFG NATIONAL TITLE COMPANY | 500.00 | | |
| 00567887 | THE MEN'S WEARHOUSE INC | 21.78 | | |
| 00567888 | NEW JERSEY SUPPORT PAYMENT | 158.18 | | |
| 00567889 | OFFICE OF THE ATTORNEY GENER | 273.50 | | |
| 00567890 | PEOPLE QUALIFIED COMMITTEE | 15.35 | | |
| 00567891 | PRE-PAID LEGAL SERVICES INC | 473.55 | | |
| 00567892 | SPRINT SOLUTIONS INC | 455.64 | | |
| 00567893 | STATE DISBURSMENT UNIT | 357.22 | | |
| 00567894 | UNITED PARCEL SERVICE | 11.96 | | |
| 00567895 | UNITED STATES TREASURY | 12.50 | | |
| 00567896 | US BANK OR CITY TREASURER | 1,263,544.21 | | |
| 00567897 | US DEPARTMENT OF EDUCATION A | 225.49 | | |
| 00567898 | WA GET PROGRAM | 450.50 | | |
| 00567899 | WA STATE SUPPORT REGISTRY OR | 16,193.48 | | |
| 00567900 | JUNE WALLACE | 988.02 | | |
| 00567901 | WESTERN STATES POLICE MEDICA | 1,625.00 | | |
| 00567902 | WSCCCE, AFSCME, AFL-CIO | 311.08 | | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/06/20
TIME: 08:29
PAGE: 3

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------|----------|---------|-------|
| 80073281 | ACTION MATERIALS | 2,657.17 | | |

| | | | |
|----------|------------------------------|-----------|----------|
| 80073282 | ROBERT EARL ALFORD | 129.32 | |
| 80073283 | ALSCO DIVISION OF ALSCO INC | 82.21 | |
| 80073284 | ARAMARK UNIFORM SERVICES | 583.98 | |
| 80073285 | ARROW CONCRETE & ASPHALT | | 2,446.02 |
| 80073286 | AVISTA UTILITIES | 142.64 | |
| 80073287 | A-PRO AUTO BODY AND TOWING | 103.46 | |
| 80073288 | B & B TOWING LLC | 232.78 | |
| 80073289 | BATTERY SYSTEMS INC | 284.82 | |
| 80073290 | BRIDGESTONE AMERICAS INC | 10,028.18 | |
| 80073291 | CATHOLIC CHARITIES | | |
| 80073292 | CDW GOVERNMENT INC | 17,063.24 | |
| 80073293 | CINTAS CORPORATION NO 3 | 1,984.26 | |
| 80073294 | CITY SERVICE VALCON LLC | 28,463.56 | |
| 80073295 | COLUMBIA FORD INC | 91,797.46 | |
| 80073296 | CONNELL OIL INC | 3,633.40 | |
| 80073297 | CONTROL SOLUTIONS NW INC | 612.56 | |
| 80073298 | COPIERS NORTHWEST INC | | 638.91 |
| 80073299 | COWLES PUBLISHING COMPANY | 146.44 | |
| 80073300 | CREEK AT QUALCHAN GOLF COURS | | 3,844.57 |
| 80073301 | CUMMINS NORTHWEST LLC | 35.53 | |
| 80073302 | DAVID CLARK COMPANY INC | 227.50 | |
| 80073303 | DELL MARKETING LP | 82.74 | |
| 80073304 | EVERGREEN STATE TOWING LLC | 310.37 | |
| 80073305 | MANITO CAPITAL LLC | 2,846.97 | |
| 80073306 | FASTENAL CO | 1,131.60 | |
| 80073307 | FEDERAL EXPRESS CORP/DBA FED | 12.04 | |
| 80073308 | FIREDOVE TECHNOLOGY | 1,000.00 | |
| 80073309 | SPOKANE LINCOLN MERCURY SALE | 6,631.37 | |
| 80073310 | GORDON TRUCK CENTERS INC DBA | 1,872.13 | |
| 80073311 | GRAPHIC ART PRODUCTIONS DBA | 260.74 | |
| 80073312 | GRAYMONT CAPITAL INC. | 7,882.62 | |
| 80073313 | GRID MARK SIGNS INC | 2,700.72 | |
| 80073314 | H D FOWLER COMPANY | 3,645.97 | |
| 80073315 | INLAND PACIFIC HOSE & FITTIN | 131.18 | |
| 80073316 | INTERFAITH HOSPITALITY | | |
| 80073317 | JOHNSON CONTROLS FIRE | 1,132.39 | |
| 80073318 | L N CURTIS & SONS | 581.53 | |
| 80073319 | MATTHEW BENDER & CO INC | 31.85 | |
| 80073320 | LOOMIS ARMORED US INC | 1,555.11 | |
| 80073321 | MOTION AUTO SUPPLY | 534.45 | |
| 80073322 | NAPA AUTO PARTS | 963.39 | |
| 80073323 | NEPTUNE TECHNOLOGY GROUP INC | 9,787.93 | |
| 80073324 | NETBRAIN TECHNOLOGIES INC | 8,208.00 | |
| 80073325 | NORTHEAST WASHINGTON ESD 101 | | |
| 80073326 | NORTHWEST TURF SOLUTIONS | | 2,610.00 |
| 80073327 | NOVUS AUTO GLASS | 544.27 | |
| 80073328 | OLYMPIC FOUNDRY INC | 16,062.75 | |
| 80073329 | OXARC INC | 425.39 | |
| 80073330 | PAPE MACHINERY INC | 2,618.58 | |
| 80073331 | PARKEON INC | | 115.74 |
| 80073332 | PPC SOLUTIONS INC | 88.16 | |
| 80073333 | SALTER LABS | 144.92 | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/06/20
TIME: 08:29
PAGE: 4

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|-----------|---------|----------|
| 80073334 | SHI CORP | 1,289.87 | | |
| 80073335 | SOLID WASTE SYSTEMS INC | 10,109.27 | | |
| 80073336 | SPOKANE INT'L TRANSLATION/DI | 30.00 | | |
| 80073337 | SPOKANE PARK FOUNDATION | | | 2,598.69 |
| 80073338 | SPOKANE TOWING/DIV OF | 103.46 | | |

| | | | |
|----------|------------------------------|-----------|-----------|
| 80073339 | STARPLEX CORP | 2,502.50 | |
| 80073340 | STELLAR INDUSTRIAL SUPPLY IN | 356.49 | |
| 80073341 | STUART CONSULTING GROUP INC | 2,000.00 | |
| 80073342 | BRAD L WHITE | 1,130.23 | |
| 80073343 | T & T GOLF MANAGEMENT INC | | 90.98 |
| 80073344 | TACOMA SCREW PRODUCTS INC | 224.87 | |
| 80073345 | TESTAMERICA LABORATORIES INC | 412.00 | |
| 80073346 | TRACE ANALYTICS LLC | 89.00 | |
| 80073347 | UNIFIRE POWER BLOWERS INC | 46.28 | |
| 80073348 | US BANK P CARD PAYMENTS | 39,947.18 | |
| 80073349 | LEONARD J VANDERBOSCH MD | 350.00 | |
| 80073350 | VERIZON WIRELESS | 2,829.14 | |
| 80073351 | VIPER ENTERPRISES LLC | 103.46 | |
| 80073352 | WENDLE FORD NISSAN ISUZU | 387.25 | |
| 80073353 | WCP SOLUTIONS | 1,301.74 | |
| 80073354 | DOBBS HEAVY DUTY HOLDINGS LL | 388.75 | |
| 80073355 | WESTERN REFUSE & RECYCLING | 348.95 | |
| 80073356 | WESTERN STATES EQUIPMENT CO | 135.28 | |
| 80073357 | WYOMING WRECKER LLC | 103.45 | |
| 80073358 | PATRICK BURCHELL | 56.00 | |
| 80073359 | ERIC FINCH | 373.01 | |
| 80073360 | DENISE GEIST | 434.50 | |
| 80073361 | FREDERICK J HARVEY | | |
| 80073362 | ALBERT J MILLER | 106.00 | |
| 80073363 | CANDACE MUMM | 1,305.48 | |
| 80073364 | ELIZABETH SCHOEDEL | 3.00 | |
| 80073365 | AECOM TECHNICAL SERVICES INC | 1,789.57 | |
| 80073366 | AHBL INC | | 1,560.00 |
| 80073367 | B & B TOWING LLC | 129.32 | |
| 80073368 | BACON CONCRETE INC | | 32,748.98 |
| 80073369 | BARR-TECH LLC | 87,704.14 | |
| 80073370 | BUDINGER & ASSOCIATES INC | 8,441.11 | |
| 80073371 | C & C YARD CARE | 769.97 | |
| 80073372 | CARASOFT TECHNOLOGY CORP | 6,555.51 | |
| 80073373 | CERIUM NETWORKS INC | 292.89 | |
| 80073374 | CHAPTER & VERSE INC | 3,614.86 | |
| 80073375 | COEUR D'ALENE SERVICE STATIO | 300.53 | |
| 80073376 | COFFMAN ENGINEERS INC | | 1,494.85 |
| 80073377 | CONSOLIDATED SUPPLY CO | 5,406.89 | |
| 80073378 | CONTROL SOLUTIONS NW INC | 25,645.76 | |
| 80073379 | COPIERS NORTHWEST INC | 29,106.68 | |
| 80073380 | CREEK AT QUALCHAN GOLF COURS | | 170.98 |
| 80073381 | CRITTER CONTROL OF GREATER | 653.00 | |
| 80073382 | BRANDON L CRUME | 120.00 | |
| 80073383 | CUMMINS NORTHWEST LLC | 6,805.95 | |
| 80073384 | CHRISTOPHER PATRICK RE | | 5,412.33 |
| 80073385 | CHARLES R DELGADO | 243.75 | |
| 80073386 | DICK IRVIN INC. | 2,370.08 | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/06/20
TIME: 08:29
PAGE: 5

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|------------|---------|-----------|
| 80073387 | DITCHES UNLIMITED INC | | | 81,082.74 |
| 80073388 | DW EXCAVATING INC | 146,185.00 | | |
| 80073389 | FREIGHT WAY INC | | | 400.00 |
| 80073390 | GALAXY DIGITAL LLC | 4,850.00 | | |
| 80073391 | NICHOLAS GOODMAN | 120.00 | | |
| 80073392 | ALEXANDRIA LYNN GOOLIE | 120.00 | | |
| 80073393 | GORDON TRUCK CENTERS INC DBA | 1,584.98 | | |
| 80073394 | CORE & MAIN LP | 1,208.79 | | |
| 80073395 | HALME CONSTRUCTION INC | 12,491.57 | | |

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|----------|------------------------------|------------|------------|
| 80073396 | CPM DEVELOPMENT CORP DBA | 21,400.00 | |
| 80073397 | IRS ENVIRONMENTAL INC | 5,000.00 | |
| 80073398 | JEWEL HELPING HANDS | | |
| 80073399 | JOHNSON CONTROLS FIRE | 1,380.32 | |
| 80073400 | J-U-B ENGINEERS INC | 426.18 | |
| 80073401 | K & L GATES LLP | | |
| 80073402 | KRUEGER SHEET METAL COMPANY | | 2,459.11 |
| 80073403 | LANDAU ASSOCIATES | 40,358.40 | |
| 80073404 | LEXICON, INC | | 280,453.15 |
| 80073405 | LSB CONSULTING ENGINEERS PLL | 2,362.59 | |
| 80073406 | MCKINSTRY CO LLC | 3,048.73 | |
| 80073407 | MICHAEL TERRELL LANDSCAPE | | 977.25 |
| 80073408 | MICHELS CORPORATION | 58,536.50 | |
| 80073409 | MOTION AUTO SUPPLY | 224.01 | |
| 80073410 | NAPA AUTO PARTS | 63.77 | |
| 80073411 | MICHAEL NILSSON | 349.56 | |
| 80073412 | NRC ENVIRONMENTAL SERVICES I | 110,202.44 | |
| 80073413 | PARABON NANOLABS INC | 1,500.00 | |
| 80073414 | PARAMETRIX INC | 3,287.50 | |
| 80073415 | PASSPORT LABS INC | 4,939.92 | |
| 80073416 | POWER CITY ELECTRIC INC | | 9,889.97 |
| 80073417 | POWERCOM.INC | 544.50 | |
| 80073418 | PROJECT JOY | | 2,580.87 |
| 80073419 | PROVOST PROFESSIONAL | 327.78 | |
| 80073420 | REGIONAL DISPOSAL COMPANY | 686,092.32 | |
| 80073421 | RISING RIVER MEDIA | | |
| 80073422 | RW LOTHROP ENTERPRISES | 495.50 | |
| 80073423 | SISTER CITIES ASSN OF SPOKAN | 3,823.26 | |
| 80073424 | DR LOUIS C SOWERS | 1,500.00 | |
| 80073425 | SPOKANE COUNTY TREASURER | 80,233.69 | |
| 80073426 | SPOKANE EMERGENCY PHYSICIANS | 7,428.83 | |
| 80073427 | SPOKANE PUBLIC FACILITIES | 679.69 | |
| 80073428 | SPOKANE TRANSIT AUTHORITY | 355.74 | |
| 80073429 | ST ANN PARISH | 475.00 | |
| 80073430 | BRAD L WHITE | 1,243.96 | |
| 80073431 | T & T GOLF MANAGEMENT INC | | 151.45 |
| 80073432 | THOMAS DEAN & HOSKINS INC | | 23,104.12 |
| 80073433 | THOMSON WEST | 173.15 | |
| 80073434 | TOOLE DESIGN GROUP LLC | 10,576.02 | |
| 80073435 | TRUE SEALS LLC | 492.23 | |
| 80073436 | ULUPALAKUA RANCH INC | | |
| 80073437 | US BANK OR CITY TREASURER | 13,590.19 | |
| 80073438 | VERIZON WIRELESS | | |
| 80073439 | WA STATE DEPT/TRANSPORTATION | 68.00 | |

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 01

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 01/06/20
TIME: 08:29
PAGE: 6

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|----------|---------|----------|
| 80073440 | WALT'S MAILING SERVICE | | | 2,045.80 |
| 80073441 | WINGFOOT COMMERCIAL TIRE | 911.92 | | |
| 80073442 | YWCA | 1,540.09 | | |
| 80073443 | CHRISTOPHER BENESCH | 1,580.10 | | |
| 80073444 | ED HAIGHT SERVICE | 393.78 | | |
| 80073445 | MICHAEL L THOMAS | 37.00 | | |
| 80073446 | RODNEY MC AULEY dba | 3,000.00 | | |
| 80073447 | ALSCO DIVISION OF ALSCO INC | | | 848.43 |
| 80073448 | DESAUTEL HEGE COMMUNICATIONS | | | 755.00 |
| 80073449 | DEVRIES INFORMATION MANAGEME | | | 7.50 |
| 80073450 | FINANCIAL CONSULTING Solutio | 6,012.50 | | |
| 80073451 | FULCRUM ENVIRONMENTAL | 4,550.00 | | |
| 80073452 | GEO ENGINEERS INC | | | 4,069.50 |

| | | | |
|----------|------------------------------|--------------|-----------|
| 80073453 | GROUNDWATER SOLUTIONS INC | 9,854.37 | |
| 80073454 | HILL INTERNATIONAL INC | | 18,155.71 |
| 80073455 | LOOMIS ARMORED US INC | | 1,467.20 |
| 80073456 | MARTIN LUTHER KING JR FAMILY | 37,500.00 | |
| 80073457 | MOSS-ADAMS LLP | 4,000.00 | |
| 80073458 | NOVUS AUTO GLASS | 349.79 | |
| 80073459 | PREMERA BLUE CROSS OR | 411,687.65 | |
| 80073460 | SAFETY KLEEN CORPORATION | | 548.84 |
| 80073461 | SPOKANE PUBLIC FACILITIES | 5,000,000.00 | |
| 80073462 | SPOKANE REGIONAL SPORTS | 3,500.00 | |
| 80073463 | STANTEC CONSULTING SERVICES | 442.50 | |
| 80073464 | STARPLEX CORP | | 6,766.00 |
| 80073465 | STRONGER INTERNATIONAL | 345.95 | |
| 80073466 | THOMSON WEST | 315.81 | |
| 80073467 | WA STATE DEPT/TRANSPORTATION | 118,908.56 | |
| 80073468 | WASHINGTON DENTAL SERVICE OR | 15,896.13 | |
| 80073469 | WINGFOOT COMMERCIAL TIRE | 2,333.73 | |
| 80073470 | WRIGHTSON, JOHNSON, HADDON, | | 17,589.64 |
| 80073471 | XO COMMUNICATIONS INC | 951.53 | |
| 80073472 | ROBERT EARL ALFORD | 103.46 | |
| 80073473 | ALWAYS TOWING & ROAD SERVICE | 103.45 | |
| 80073474 | NORTHWEST INDUSTRIAL SERVICE | 266.45 | |
| 80073475 | A-PRO AUTO BODY AND TOWING | 129.32 | |
| 80073476 | SPOKANE FIRE FIGHTERS BENEFI | 18,312.68 | |
| 80073477 | CINTAS CORPORATION NO 3 | 561.27 | |
| 80073478 | CITY SERVICE VALCON LLC | 2,287.06 | |
| 80073479 | COLUMBIA ELECTRIC SUPPLY/DIV | 2,820.51 | |
| 80073480 | COLUMBIA FORD INC | 45,898.73 | |
| 80073481 | COMPASS CONSTRUCTION INC | 5,598.87 | |
| 80073482 | DEVRIES INFORMATION MANAGEME | 7.50 | |
| 80073483 | DICK IRVIN INC. | 4,026.86 | |
| 80073484 | DIGNITARY PROTECTION TEAM FU | 120.00 | |
| 80073485 | DIVINES TOWING/DIV OF | 103.46 | |
| 80073486 | ECOCHAM ANALYTICS INC | 2,717.17 | |
| 80073487 | EDU MEMBERSHIP FUND | 22.50 | |
| 80073488 | ELJAY OIL CO INC | 570.68 | |
| 80073489 | EVERGREEN STATE TOWING LLC | 310.37 | |
| 80073490 | FASTENAL CO | 1,802.07 | |
| 80073491 | GALLS LLC | 9,987.91 | |
| 80073492 | GORDON TRUCK CENTERS INC DBA | 1,113.62 | |

REPORT: PG3640 CITY OF SPOKANE
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL
USER: MANAGER
RUN NO: 01

DATE: 01/06/20
TIME: 08:29
PAGE: 7

| CHECK # | VENDOR | CITY | LIBRARY | PARKS |
|----------|------------------------------|--------------|---------|-------|
| 80073493 | POLICE GUILD LEGAL DEFENSE | 606.00 | | |
| 80073494 | HELFRICH BROTHERS BOILER WOR | 481,151.88 | | |
| 80073495 | HRA VEBA TRUST | 500.00 | | |
| 80073496 | INT'L ASSN OF FIREFIGHTERS/ | 54,680.85 | | |
| 80073497 | JRM ENTERPRISES INC | 126.00 | | |
| 80073498 | KEN DAVIS LAWN & TREE CAR | 43.56 | | |
| 80073499 | KENWORTH SALES COMPANY | 358.91 | | |
| 80073500 | KNIGHT CONSTRUCTION & | 190,642.52 | | |
| 80073501 | L N CURTIS & SONS | 5,753.46 | | |
| 80073502 | LT & CAPT ASSOCIATION | 1,740.00 | | |
| 80073503 | LTS & CPTS LEGAL DEFENSE FUN | 44.00 | | |
| 80073504 | M & P ASSOCIATION | 2,640.45 | | |
| 80073505 | MWH CONSTRUCTORS INC & | 2,861,296.24 | | |
| 80073506 | NAPA AUTO PARTS | 1,405.18 | | |
| 80073507 | NORTH COUNTRY SERVICES LLC | 496.55 | | |
| 80073508 | NORTHSTAR CHEMICAL INC | 4,007.52 | | |
| 80073509 | OIL RE-REFINING CO INC | 290.00 | | |

| | | | |
|----------|------------------------------|---------------|---------------|
| 80073510 | SPOKANE POLICE GUILD | 21,008.22 | |
| 80073511 | PREMERA BLUE CROSS | 63,138.93 | |
| 80073512 | REGIONAL DISPOSAL COMPANY | 588,309.28 | |
| 80073513 | REHN & ASSOCIATES | 25,231.83 | |
| 80073514 | RIVER CITY GLASS INC | 8,333.16 | |
| 80073515 | SPOKANE POLICE BENEFIT ASSOC | 832.50 | |
| 80073516 | SPOKANE POLICE CHAPLAIN | 3,247.50 | |
| 80073517 | SPOKANE POLICE K-9 MEMBERSHI | 90.00 | |
| 80073518 | SPECIALTY MACHINING & MFG CO | 2,660.00 | |
| 80073519 | SPOKANE FIRE FIGHTERS BENEFI | 16,000.00 | |
| 80073520 | SPOKANE POLICE GUILD FRATERN | 688.05 | |
| 80073521 | SPOKANE POLICE SWAT TEAM | 410.00 | |
| 80073522 | SPOKANE POLICE TACTICAL TEAM | 272.00 | |
| 80073523 | UNITED WAY | 1,154.58 | |
| 80073524 | US BANK TRUST NA | 791,391.86 | |
| 80073525 | VERIZON WIRELESS | 179.03 | |
| 80073526 | VOLUNTEERS OF AMERICA OF | | |
| 80073527 | WA ST COUNCIL OF CITY & COUN | 27,982.54 | |
| 80073528 | WASHINGTON DENTAL SERVICE OR | 18,500.96 | |
| 80073529 | WEST CENTRAL COMMUNITY | | |
| 80073530 | WILLIAMS TOWING & RECOVERY L | 129.32 | |
| 80073531 | YWCA | | |
| | | ----- | ----- |
| | | 14,679,827.16 | 528,682.77 |
| | | | ===== |
| | CITYWIDE TOTAL: | | 15,504,054.07 |



Agenda Sheet for City Council Meeting of:
01/13/2020

| | |
|-----------------------|---------------|
| Date Rec'd | 12/17/2019 |
| Clerk's File # | CPR 1993-0069 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---|
| Submitting Dept | MAYOR |
| Contact Name/Phone | BRANDY COTE 625-6774 |
| Contact E-Mail | BCOTE@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | 0520 REAPPOINTMENT OF CA LIAISON TO DESIGN REVIEW BOARD |

Agenda Wording

Reappointment of Kathy Lang to a second three year term as the Community Assembly liaison to the Design Review Board as recommended by the Community Assembly. Term dates shall be 01/01/20 - 12/31/22.

Summary (Background)

Reappointment of Kathy Lang to a second three year term as the Community Assembly liaison to the Design Review Board as recommended by the Community Assembly. Term dates shall be 01/01/20 - 12/31/22.

| | | |
|------------------------------------|---------------------------------------|-------------------------------------|
| <u>Fiscal Impact</u> | Grant related? NO Public Works? NO | <u>Budget Account</u> |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| <u>Approvals</u> | | <u>Council Notifications</u> |
| <u>Dept Head</u> | COTE, BRANDY | <u>Study Session</u> |
| <u>Division Director</u> | | <u>Other</u> |
| <u>Finance</u> | | <u>Distribution List</u> |
| <u>Legal</u> | | bcote@spokanecity.org |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | dgunderson@spokanecity.org |
| <u>Additional Approvals</u> | | |
| <u>Purchasing</u> | | |
| | | |
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Agenda Sheet for City Council Meeting of:
01/13/2020

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|-----------------------|---------------|
| Date Rec'd | 12/17/2019 |
| Clerk's File # | CPR 1981-0295 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MAYOR |
| Contact Name/Phone | BRANDY COTE 625-6774 |
| Contact E-Mail | BCOTE@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | APPOINTMENT OF CA LIAISON TO PLAN COMMISSION |

Agenda Wording

Appointment of Mary Winkes to a three year term, from 01.01.20 - 12.31.22, as the Community Assembly liaison to the Plan Commission, as recommended by the Community Assembly.

Summary (Background)

Appointment of Mary Winkes to a three year term, from 01.01.20 - 12.31.22, as the Community Assembly liaison to the Plan Commission, as recommended by the Community Assembly.

| | | |
|------------------------------------|---------------------------------------|-------------------------------------|
| <u>Fiscal Impact</u> | Grant related? NO Public Works? NO | <u>Budget Account</u> |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| <u>Approvals</u> | | <u>Council Notifications</u> |
| <u>Dept Head</u> | COTE, BRANDY | <u>Study Session</u> |
| <u>Division Director</u> | | <u>Other</u> |
| <u>Finance</u> | | <u>Distribution List</u> |
| <u>Legal</u> | | bcote@spokanecity.org |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | lmeuler@spokanecity.org |
| <u>Additional Approvals</u> | | |
| <u>Purchasing</u> | | |
| | | |
| | | |
| | | |

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

11/11/2019

Date Rec'd

10/30/2019

Clerk's File #

ORD C35837

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

KATE BURKE 625-6275

Contact E-Mail

KATEBURKE@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Agenda Item Name

0320 - ESTABLISHING A UTILITY CHARGE WAIVER FOR QUALIFYING SHELTERS

Agenda Wording

An ordinance establishing a utility charge waiver for qualifying providers of emergency homeless shelters and declaring an emergency.

Summary (Background)

The most recent point-in-time count showed an increase in the number of unsheltered homeless people in Spokane, which requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers. The City of Spokane finds that qualified nonprofit operators of emergency shelters should be included in the categories for which reduced or waived utility charges should be available.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 190,000 annually # various

Select \$ #

Select \$ #

Select \$ #

Approvals**Dept Head**

MCCLATCHEY, BRIAN

Division Director**Finance**

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****Council Notifications****Study Session****Other**

PIES Comm., 9/23/2019

Distribution List

ORDINANCE NO. C35837

An ordinance concerning utility fee credits for specific classes of utility accounts in the City of Spokane; amending sections 13.11.020, 13.12.020, and 13.12.050; and adopting a new chapter 13.13 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

WHEREAS, the Washington State Constitution Article 8, Section 7 permits “the necessary support of the poor and infirm”; and

WHEREAS, chapters 35.92 and 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” provided municipal utilities; and

WHEREAS, RCW 35.92.020(5) and RCW 35.67.020(5) authorizes cities to “provide assistance to aid low-income persons in connection with services under” chapter 35.92 RCW and chapter 35.67 RCW; and rates for water, sewer, and solid waste services “must be uniform for the same class of customers or service” and in making classifications, the City Council may consider, among other things, “matters which present a reasonable difference as a ground for distinction” (RCW 35.92.010; 35.92.020(2)(h)); and

WHEREAS, the most recent point-in-time count of people experiencing homelessness in Spokane showed an increase in the number of unsheltered homeless people in our community, and this crisis requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers; and

WHEREAS, upon further analysis and review, the City of Spokane finds that qualified nonprofit operators of emergency shelters should be included in the categories for which reduced or waived utility charges are appropriate and proper; and

WHEREAS, several local non-profit operators of emergency homeless shelters are currently at risk of closing their doors and therefore unable to house people experiencing homelessness who would then have nowhere else to go due to financial constraints; and

WHEREAS, without additional sources of funding or reductions in expenses, such as by reducing the utility charges they face, which can be in the thousands of dollars each month, some of these providers of essential services for Spokane’s most vulnerable people may have to cease providing housing for people experiencing homelessness; and

WHEREAS, the City Council determines that the risk that some of these housing providers may have to close without additional financial support constitutes an emergency within the meaning of Section 19 of the Spokane City Charter, such that this ordinance shall be effective immediately upon passage by the vote of one more than a majority of the City Council.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 13.13 of the Spokane Municipal Code to read as follows:

Chapter 13.13 Credit for Qualified Nonprofit Temporary Housing Operators

Section 13.13.010 Findings, purpose, and applicability

- A. The City of Spokane finds that it is important for the City to support people experiencing homelessness in our community. Given the high cost and economics of providing temporary housing for people who are experiencing homelessness, the City finds it is in the best interests of our community to extend a utility fee credit for qualified non-profit providers of such housing.
- B. This chapter is intended to provide a specific utility fee credit for qualified nonprofit providers of emergency shelter housing for people who are experiencing homelessness.

Section 13.13.020 Definitions

- A. “Emergency shelter” means any facility for the provision of temporary daytime or nighttime shelter for people experiencing homelessness in general, or for specific populations of people experiencing homelessness
- B. “Qualified nonprofit” means a Washington state nonprofit corporation formed pursuant to Chapter 24.03, RCW, having a current active and good standing status with the Washington Secretary of State, and actively participating in the City of Spokane’s Homeless Management Information System (“HMIS”).

Section 13.13.030 Qualifications

- A. In order to qualify for the utility fee credit established by this chapter, an applicant must be a qualified nonprofit provider of emergency shelter.
- B. Qualifying property owners may request that each qualifying property or housing unit receive the credit established by this chapter by submitting a written request to the City of Spokane by submitting the request for the credit through the City website or by calling MySpokane 311. A property owner may make this request through a duly authorized agent. The written request must be accompanied by a

certification that the qualifying property owner either currently participates in, or agrees to participate in, the City of Spokane's Homeless Management Information System ("HMIS") as a condition of receiving the utility fee credit established by this chapter.

- C. If approved, the effective date for the credit shall be the month following the City's acceptance of the request. Application of this credit is prospective only; Any charges, along with any associated late penalties and interest that may have accrued for the property prior to the effective date of the credit will still be due and owing, as previously billed, and subject to collection under to this chapter.
- D. If a qualifying nonprofit becomes the owner or lessee of additional property(ies), the owner must submit a new request for a credit for each individual property pursuant to subsection B of this section.
- E. The owner or lessee is responsible for reporting any change (e.g., change of ownership, change of use of the property, change of operations such that the property owner no longer provides emergency shelter housing, dissolution of the qualifying nonprofit, etc.) that may affect qualification for the credit. If the owner or lessee fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (i.e., the credit provided, multiplied by the applicable number of months) that may be due to the City.

Section 13.13.040 Credit

- A. The credit provided by this chapter shall be one hundred percent (100%) of the monthly wastewater and solid waste collection charges. Water service shall be provided to qualified nonprofit operators of temporary housing at a rate equal to the cost of the water service as provided in RCW 35.92.010.
- B. An account which does not receive all three utility services shall only receive partial credit as listed in SMC 13.12.040.

Section 13.13.050 Periodic Review

The program created by this chapter shall expire on December 31, 2022. No later than June 30, 2022, administration staff shall provide a report on the program created by this chapter to the City Council and make a recommendation as to whether to extend this program beyond the expiration date provided for in this section.

Section 2. That the City Council finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety, and that pursuant to Section 19 of the Spokane City Charter, this ordinance shall take effect immediately upon passage by the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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:**

01/13/2020

| | |
|-----------------------|---------------|
| <u>Date Rec'd</u> | 12/31/2019 |
| <u>Clerk's File #</u> | RES 2020-0004 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|---------------------------|---|
| <u>Submitting Dept</u> | CITY COUNCIL |
| <u>Contact Name/Phone</u> | BREEAN BEGGS 625-6714 |
| <u>Contact E-Mail</u> | BBEGGS@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Resolutions |
| <u>Agenda Item Name</u> | 0320 RENAMING THE EAST CENTRAL COMMUNITY CENTER |

Agenda Wording

A Resolution renaming the East Central Community Center to the Dr. Martin Luther King, Jr. Community Center.

Summary (Background)

This resolution would rename the East Central Community Center to the Dr. Martin Luther King, Jr. Community Center, recognizing Dr. King's life and legacy of work towards the advancement of civil and human rights in Spokane, Washington, the United States, and the world.

| | | |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
| | Public Works? NO | |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |

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|---------------------------------|------------------------------|
| <u>Approvals</u> | <u>Council Notifications</u> |
| <u>Dept Head</u> | <u>Study Session</u> |
| ALLERS, HANNAHLEE | 1/8 Study Session |
| <u>Division Director</u> | <u>Other</u> |
| <u>Finance</u> | <u>Distribution List</u> |
| STOPHER, SALLY | |
| <u>Legal</u> | kateburke@spokanecity.org |
| DALTON, PAT | |
| <u>For the Mayor</u> | bmclatchey@spokanecity.org |
| ORMSBY, MICHAEL | |
| Additional Approvals | lmeuler@spokanecity.org |
| <u>Purchasing</u> | kjanssen@spokanecity.org |
| | jrichman@spokanecity.org |
| | |
| | |

RESOLUTION NO. 2020-0004

A Resolution renaming the East Central Community Center to the Dr. Martin Luther King, Jr. Community Center.

WHEREAS, Section 128 of the City Charter provides that the Plan Commission “shall have power to investigate and make recommendations to the city council in relation to . . . the proper laying out, platting, and naming of streets, squares, and public places . . .”; and

WHEREAS, the Plan Commission was asked to “investigate and make recommendations to the city council” concerning the name of the ECCC; and

WHEREAS, staff conducted a community renaming survey in the summer of 2019 with 738 respondents, which resulted in 68.42% of the respondents wishing to rename the ECCC, and 72% of those seeking a name change wanting it to be named after Dr. Martin Luther King, Jr., as compared with 31.57% of total respondents wishing to leave the name as is; and

WHEREAS, after reviewing the survey results and two letters opposing the name change, and after an afternoon workshop on July 24 and a hearing on August 14, the Plan Commission recommended that the City Council not change the name of the ECCC after Dr. King; and

WHEREAS, although the City Council usually affords a substantial deference to the advisory recommendations of citizen boards and commissions, the City Council is not bound by such advisory recommendations; and

WHEREAS, although a street is named after Dr. King in Spokane’s University District, there is no building in Spokane named for Dr. King; and

WHEREAS, Dr. King’s life and legacy have created a profound and lasting positive impact in the City of Spokane for people of all races, genders, incomes and other characteristics used to marginalize individuals and communities, and as further reflected in the community survey results strongly supporting a name change of the ECCC; and

WHEREAS, the attempted bombing of the route of the MLK Day march in January, 2011 showed that we in Spokane need to continue our work to fulfill Dr. King’s vision and work, and we can be reminded of his words, work, and example right here in Spokane through the naming of a public building in Dr. King’s honor; and

WHEREAS, Dr. King’s message of nonviolent, peaceful activism and constant reminders of our commonalities was reflected in his famous speech given during the March on Washington in August of 1963, in which he said “many of our white brothers,

as evidenced by their presence here today, have come to realize that their destiny is tied up with our destiny. And they have come to realize that their freedom is inextricably bound to our freedom. We cannot walk alone. And as we walk, we must make the pledge that we shall always march ahead. We cannot turn back.”; and

WHEREAS, the Spokane City Council wishes to march ahead in one small way, by recognizing and memorializing the unique and transformative leadership of Dr. King in furthering civil rights and human rights for all people in Spokane, by ensuring that a public building located in a neighborhood where many people of color and other marginalized communities in Spokane call home is named in his honor, hoping as it does that this action will result in a greater sense of pride in this public space, the neighboring community, and our city, for all who live in Spokane.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council hereby renames the East Central Community Center building as the **Dr. Martin Luther King, Jr. Community Center**, in recognition of the life, work, and contributions of Dr. King to the advancement of civil and human rights in Spokane, Washington, the United States, and the world.

Passed by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

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

01/13/2020

| | |
|-----------------------|---------------|
| <u>Date Rec'd</u> | 1/2/2020 |
| <u>Clerk's File #</u> | RES 2020-0005 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

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|---------------------------|---|
| <u>Submitting Dept</u> | CITY COUNCIL |
| <u>Contact Name/Phone</u> | BREEAN BEGGS 625-6254 |
| <u>Contact E-Mail</u> | BBEGGS@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Resolutions |
| <u>Agenda Item Name</u> | 0320 - ESTABLISHING 2020 MEMBERSHIP ON BOARDS AND COMMISSIONS |

Agenda Wording

A Resolution assigning Council members to boards and commissions for 2020.

Summary (Background)

Council Rules require that the Council adopt a list of boards and commissions assignments no later than the second meeting in January of each year, by resolution. This resolution and the attached list establishes the membership on various internal and external boards and commissions for 2020.

| | | |
|-----------------------------|------------------------------|--------------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
| | Public Works? NO | |
| Neutral \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| <u>Approvals</u> | <u>Council Notifications</u> | |
| <u>Dept Head</u> | MCCLATCHEY, BRIAN | <u>Study Session</u> |
| <u>Division Director</u> | | <u>Other</u> |
| <u>Finance</u> | DAVIS, LEONARD | <u>Distribution List</u> |
| <u>Legal</u> | DALTON, PAT | |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | |
| <u>Additional Approvals</u> | | |
| <u>Purchasing</u> | | |
| | | |
| | | |
| | | |

RESOLUTION NO. 2020-0005

A resolution appointing City Council members to boards, committees, and commissions for 2020.

WHEREAS, City Council members are appointed to serve on various boards, committees, and commissions, including City Council standing committees, inter-governmental boards, and various other boards and committees; and

WHEREAS, City Council standing committee appointments are governed by chapter 02.005 of the Spokane Municipal Code and Rule 9 of the City Council's Rules of Procedure; and

WHEREAS, Section 02.005.010(D)(6) of the Spokane Municipal Code provides that standing committee membership shall be determined at the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council; and

WHEREAS, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list.

BE IT ALSO RESOLVED that subsequent changes to the appointments on the attached list approved by this resolution may be approved by motion of the Council.

Passed by the City Council this ____ day of January, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

| Committee/Board | # of Seats | 2019 | 2020 Final | 2020 Totals |
|--|------------|--|---|-------------------------|
| Council President Pro-Tem | | | Candace Mumm | Beggs 12 Burke 12 |
| Urban Experience | | Chair: Ben Stuckart Vice: Karen Stratton | Chair: Karen Stratton Vice: New | Cathcart 9 |
| Finance and Admiin | | Chair: Candace Mumm Vice: Kate Burke | Chair: Candace Mumm Vice: Kate Burke | Kinnear 11 |
| Public Infrastructure and Sustainability | | Chair: Breean Beggs Vice: Mike Fagan | Chair: Breean Beggs Vice: Michael Cathcart | Mumm 11 |
| Public Safety & Community Health | | Chair: Lori Kinnear Vice: Karen Stratton | Chair: Lori Kinnear Vice: Michael Cathcart | Stratton 10 New CM 9 |
| 21st Century Workforce (Equity) | 3 | Candace Mumm, Mike Fagan, Karen Stratton | Candace Mumm, Kate Burke, New | |
| 911 Integrated Response Committee | 2 | Lori Kinnear, Breean Beggs | Lori Kinnear, Breean Beggs | |
| Aging and Long Term Care | 2 | Mike Fagan, Karen Stratton | Karen Stratton, New | |
| Airport Board | 1 | Ben Stuckart | Breean Beggs | |
| **Airport Board PDA | 1 | Ben Stuckart | Breean Beggs | |
| Arts Fund | 1 | Karen Stratton | Karen Stratton | |
| Association of Washington Cities Board | 1 | Candace Mumm | Candace Mumm | |
| Board of Health | 3 | Karen Stratton, Breean Beggs, Kate Burke | Breean Beggs, Karen Stratton, New | |
| Census Representative | 1 | Ben Stuckart | New | |
| Clean Air Agency | 1 | Kate Burke | Michael Cathcart | |
| Community Assembly | | Rotate | Rotate | |
| Community Health and Human Services | 2 | Ben Stuckart, Mike Fagan | Kate Burke, New | |
| C.O.P.S. | 1 | Karen Stratton | Karen Stratton | |
| Docketing | 3 | Candace Mumm, Karen Stratton, Ben Stuckart | Candace Mumm, Karen Stratton, Lori Kinnear | |
| DSP (Downtown Spokane Partnership) | 1 | Lori Kinnear | Mayor Woodward | |
| Fire Pension | 2 | Ben Stuckart, Candace Mumm | Candace Mumm, Michael Cathcart | |
| Flag ReDesign (2020 only) | 2 | | Kate Burke, New | |
| Growth Management Act Steering Committee | 3 | Breean Beggs, Candace Mumm, Kate Burke | Candace Mumm, Breean Beggs, Kate Burke | |
| Human Rights Commission | 1 | Kate Burke | Kate Burke | |
| Investment Committee | 1 | Candace Mumm | Candace Mumm | |
| Legislative Team | 3 | Candace Mumm, Breean Beggs, Kate Burke | Candace Mumm, Breean Beggs, Kate Burke | |
| Library Board | 1 | Kate Burke | Kate Burke | |
| Local Emergency Planning | 1 | Mike Fagan | Karen Stratton | |
| Lodging Tax Advisory Committee (PFD) | 1 | Breean Beggs | New | |
| Lodging Tax Advisory Committee (1.3%) | 1 | Breean Beggs | New | |
| Mayor's Economic Advisory Committee | | Rotate | Rotate | |
| Park Board | 1 | Mike Fagan | Lori Kinnear | |
| Park Board Exec Committee | 1 | Mike Fagan | Lori Kinnear | |
| Parking Advisory Committee | 2 | Breean Beggs, Lori Kinnear | Lori Kinnear, Karen Stratton | |
| Partnership Policy (Schools, Parks, Libraries) | 1 | Breean Beggs | Breean Beggs, Lori Kinnear | |
| Planning Commission | 1 | Kate Burke | Karen Stratton | |
| Planning Commission - Transportation Sub. | 1 | Kate Burke | Michael Cathcart | |
| Priority Spokane | 1 | Karen Stratton | Kate Burke | |
| Police Advisory Committee | 1 | Mike Fagan | Michael Cathcart | |
| Police Pension | 2 | Ben Stuckart, Mike Fagan | Michael Cathcart, Breean Beggs | |
| Project Management Management Team | 2 | Ben Stuckart | Lori Kinnear, New | |
| Regional Governance Committee | 1 | Breean Beggs | Breean Beggs | |
| Spokane Employees Retirement Board | 1 | Candace Mumm | Michael Cathcart | |
| Spokane Regional Law and Justice | 1 | Breean Beggs | Breean Beggs | |
| Spokane Regional Solid Waste Liaison Board | 1 | Mike Fagan | Karen Stratton | |
| Spokane Regional Transportation Council | 2 | Mayor Condon, Lori Kinnear | Kate Burke, Lori Kinnear <u>Members:</u> Candace Mumm, Lori Kinnear, Kate Burke, Mayor Woodward. <u>Alternates:</u> Karen Stratton, Breean Beggs, Michael Cathcart, New | |
| Spokane Transit Authority (STA) | 4 | Lori Kinnear, Candace Mumm, Mayor Condon, Kate Burke | Lori Kinnear | |
| STA Central City Line | 1 | Lori Kinnear | Candace Mumm, Kate Burke, New | |
| Traffic Calming/PhotoRed | 3 | Breean Beggs, Kate Burke, Candace Mumm | Breean Beggs | |
| University District PDA | 1 | Ben Stuckart | Breean Beggs | |
| Visit Spokane | 1 | Breean Beggs | Michael Cathcart | |
| The Yard PDA | 1 | Mike Fagan | | |

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

01/06/2020

Date Rec'd

12/17/2019

Clerk's File #

ORD C35879

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KAREN STRATTON 625-6291

Project #**Contact E-Mail**

KSTRATTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDMENT OF WEST QUADRANT TIF DISTRICT EXPIRATION AND PROJECT LIST

Agenda Wording

An ordinance amending ordinance No. C34032 in order to revise the description of the public improvements, extend the apportionment period, amend the intergovernmental agreement, and providing for other matters properly related thereto.

Summary (Background)

This ordinance extends the West Quadrant TIF expiration date to 2047 in order to allow the TIF district to capture property value increases that did not occur during the "Great Recession." At the same time, the project list connected to the WQTIF is amended to direct the share of the TIF revenue generated by the Kendall Yards development directly to specific projects located within a portion of the West Central neighborhood. The related intergovernmental agreement is also amended accordingly.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ TBD - revenues diverted from GF # various

Select \$ #

Select \$ #

Select \$ #

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

MCCLATCHEY, BRIAN

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

UD Comm., 12-9-2019

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. C34032 IN ORDER TO REVISE THE DESCRIPTION OF THE PUBLIC IMPROVEMENTS; EXTEND THE APPORTIONMENT PERIOD; AMEND THE INTERGOVERNMENTAL AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

**CITY OF SPOKANE
Spokane County, Washington**

**INCREMENT AREA NO. 2007-1
(West Quadrant Increment Area)**

THE CITY OF SPOKANE DOES ORDAIN;

WHEREAS, the City of Spokane, Spokane County, Washington, (the “City”), is a first-class charter city duly incorporated and operating under the laws of the state of Washington (the “State”) and the City Charter;

WHEREAS, the City is authorized by chapter 39.89 RCW (the “Act”) to establish an Increment Area within the boundaries of the City and to finance public improvements using community revitalization financing to encourage private development within such Increment Area;

WHEREAS, the City Council (the “Council”), by Ordinance No. C34032, formed an Increment Area designated as the “West Quadrant Increment Area” (the “Increment Area”) to encourage private development and further approved a Reimbursement Agreement with a developer;

WHEREAS, a copy of Ordinance No. C34032 is attached hereto and incorporated herein as Exhibit “A” and shall remain in full force and effect except as amended below;

WHEREAS, the Council by Ordinance No. C34758 adopted on August 8, 2011, approved the Amended and Restated Reimbursement Agreement with a successor developer, which Amended and Restated Reimbursement Agreement will expire by its terms on December 31, 2032;

WHEREAS, the Council now desires to amend the description of the Public Improvements, extend the Apportionment Period, and amend the Intergovernmental Agreement to provide for a dedicated source of revenue to fully or partially fund construction of Public Improvements by the City within the West Central Area (defined herein) upon the expiration of the Amended and Restated Reimbursement Agreement;

NOW, THEREFORE, IT IS FURTHER ORDAINED as follows:

Section 1. Definitions. Capitalized terms used in this Ordinance shall have the meanings given to them in Ordinance No. C34032, and if not defined therein, shall have the meanings given to them in chapter 39.89 RCW.

Section 2. Amendment to Section 2 of Ordinance No. C34032. Section 2 of Ordinance No. C34032 is hereby amended to provide as follows:

Section 2. Description of Plan for Public Improvements. It is the intention of the City that certain public improvements, including but not limited to those Public Improvements which are generally described below, be constructed and installed within the Increment Area:

(a) Publicly-owned street and road improvements, including: approximately 40,000 linear feet of streets and curbs; striping and signage; utility sleeves or similar facilities that will serve publicly owned utilities; approximately 14,000 linear feet of street landscaping (including trees and irrigation improvements); traffic signals; and improvements to Maple Street and Monroe Street, with an estimated cost of \$5,188,489.

(b) Publicly-owned water system improvements, including approximately: 15,060 lineal feet of water mains (including valves and fittings); 158 domestic water service lines (to the extent such lines are in the public domain); 158 building fire service lines (to the extent such lines are in the public domain); and 43 fire hydrants, with an estimated cost of \$2,382,300; provided fixtures and appurtenances required to connect private development to the public water system shall not be considered Kendall Yards Sub-Area Public Improvements.

(c) Publicly-owned sewer system improvements, including approximately: 1,800 lineal feet of sanitary sewer interceptors (including pipe in diameters of up to 72 inches); 15,060 lineal feet of sanitary sewer mains; 158 sanitary sewer service lines (to the extent such lines are in the public domain); and 60 sanitary sewer manholes, with an estimated cost of \$3,602,600; provided fixtures and appurtenances required to connect private development to the publicly owned sewer system shall not be considered Kendall Yards Sub-Area Public Improvements.

(d) Publicly-owned storm water and drainage management systems, including: approximately 18,031 lineal feet of storm sewer pipe; approximately 75 storm sewer manholes; approximately 151 storm water catch basins; approximately 26 Type 2 drywells; drainage swales (including landscaping for such swales); and storm water treatment vaults, with an estimated cost of \$4,416,205; provided, infrastructure and appurtenances required to address on-site storm water requirements shall not be considered Kendall Yards Sub-Area Public Improvements.

(e) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), with an estimated cost of \$8,050,000. The parties shall address responsibility for maintenance of street furnishings installed along the sidewalk (other than benches and bicycle racks) in a separate agreement to the extent such street furnishings are to be Kendall Yards Sub-Area Public Improvements.

(f) Streetlights, with an estimated cost of \$1,970,000.

(g) Publicly-owned park facilities and recreational area improvements, including: an extension of the Centennial Trail extending approximately 7,300 lineal feet (with an approximately 20-foot wide drivable surface and an additional 10' of landscape planting and/or re-vegetation); approximately eight (8) public riverfront plazas/parks (each of which is projected to be approximately 6,000 square feet in area); and improvements to the trail and landscaping in the existing Veterans Park at the intertie with the Centennial Trail, with an estimated cost of \$5,263,162.

(h) Site preparation for the aforementioned improvements, including demolition, excavating, grading, installing temporary erosion control improvements, with estimated costs of \$7,200,000.

(i) Designing, engineering, planning and permitting for the aforementioned improvements, with estimated costs of \$4,650,000; provided, the Public Improvement Costs relating to designing, engineering, planning, and permitting the Kendall Yards Sub-Area Public Improvements shall comply with Public Works Laws relating to the design, engineering, and permitting of the same and shall be limited to ten percent (10%) of the total Public Improvement Cost of the Kendall Yards Sub-Area Public Improvements, and any design, engineering, planning and permitting costs in excess of said ten percent (10%) limitation shall not be considered "Public Improvement Costs" for purposes of this Reimbursement Agreement.

~~(j) ((Publicly-owned streetscape improvements related to West Central Neighborhood, Comprehensive Plan West Broadway Neighborhood Center; Broadway, Ash to Chestnut, 4 blocks, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route, with an estimated cost of \$2,500,000.))~~The Neighborhood Public Improvements shall be those as defined by RCW 39.89.020(4). In the event Chapter 39.89 RCW is amended to include affordable housing as a public improvement that may be financed with tax allocation revenues, the Neighborhood Public Improvements may also include affordable housing.

~~(((k) —Publicly-owned intersection improvements related to Emerson Garfield and West Central Neighborhoods, Comprehensive Plan Monroe Corridor; Cora to Boone, 6-10, including NW Blvd, Boone, and others to be identified in N Monroe community design process (gateway locations): bumpouts, pavement treatment, trees, lighting, underground utilities as needed and feasible, pedestrian amenities, with an estimated cost of \$3,000,000.~~

~~(l) — Publicly-owned traffic calming improvements on Elm, Cannon, and Chestnut 3 blocks, Bridge to Dean, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements, with an estimated cost of \$900,000.~~

~~(m) — Publicly-owned streetscape intersection enhancements related to West Central Neighborhood, Comprehensive Plan Maxwell & Elm Employment Center; Chestnut to Maple, 5 blocks, on Sinto including sidewalks, bumpouts, trees and crosswalk treatments, with an estimated cost of \$1,500,000.~~

~~(n) — Demolition and reconstruction related to Riverside Neighborhood; Post Street Bridge for pedestrians, with an estimated \$750,000 towards total cost.~~

~~(o) — Publicly-owned streetscape improvements related to Riverside Neighborhood, Comprehensive Plan Regional Center; Bridge Street, Monroe to Post 1 block, including enhancements, lighting and street furniture, with an estimated cost of \$300,000.~~

~~(p) — Publicly-owned infrastructure improvements related to Riverside Neighborhood; Potential Bridge Street public market incubator site, but limited to upgrade of water and sewer to current commercial and industrial standards, and underground utilities where appropriate, with an estimated \$500,000 towards total cost.~~

~~(q) — Publicly-owned infrastructure improvements related to West Central Neighborhood, Maxwell & Elm Employment Center; incubator site(s), but limited to upgrade of water and sewer to current commercial and industrial standards, with an estimated \$750,000 towards total cost.~~

~~(r) — Publicly-owned Streetscape enhancements for West Central Neighborhood; Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bumpouts, trees, crosswalk treatment, and benches/bus shelters, with an estimated cost of \$1,800,000.~~

~~(s) — Publicly-owned north bank trail enhancements for Riverside Neighborhood; Centennial Trail at Monroe Street Bridge, with an estimated cost of \$175,000.~~

~~(t) — Publicly-owned streetscape improvements for Riverside Neighborhood; Monroe to Central, Broadway to Mallon 4-6 blocks, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements and underground utilities where appropriate, with estimated cost of \$1,800,000.~~

~~(u) — Publicly-owned streetscape and infrastructure improvements related to Riverside Neighborhood; Howard to Washington, N. River Bank to Dean, 2 blocks, including upgrade of water and sewer to current commercial and industrial standards, underground utilities where needed and as feasible, with an estimated \$850,000 towards total cost.~~

~~(v) — Public access to West Central Neighborhood, Lower Crossing, including parking, bike, pedestrian, and trail enhancements, with an estimated cost of \$750,000.~~

~~(x) — Crossover reconfiguration analysis and engineering Riverside, Lincoln-Monroe, with an estimated cost of \$175,000.))~~

(k) Publicly-owned parking facilities, including surface parking lots, street parking improvements, covered parking facilities and/or multiple-floor parking facilities, adjacent to the campus of the County Courthouse, with an estimated cost of \$5,000,000.

(l) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), adjacent to the campus of the County Courthouse, with an estimated cost of \$200,000.

(m) Street lights, adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

(n) Publicly-owned park/recreational facilities, including pocket parks and public plazas (each of which is projected to be approximately 6,000 square feet in area), adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

The public improvements described in paragraphs (a) through (i) are hereinafter referred to as the “Kendall Yards Sub-Area Public Improvements,” the public improvements described in paragraphs (j) ~~((through (w)))~~ are hereinafter referred to as the “Neighborhood Public Improvements” and the public improvements described in paragraphs ~~(x)~~(k) through ~~(aa)~~(n) are hereinafter referred to as the “County Public Improvements.” All components and portions of the Kendall Yards Sub-Area Public Improvements shall be constructed and installed in accordance with the maps, plans, and specifications to be approved by the City.

Section 3. Amendment to Section 5 of Ordinance No. C34032. Section 5 of Ordinance No. C34032 is hereby amended to provide as follows:

“Section 5. Apportionment Period. The apportionment of Regular Property Taxes shall begin as of January 1, 2008, the calendar year following the enactment of this Ordinance. The City estimates that the apportionment of Regular Property Taxes pursuant to RCW 39.89.070 shall continue until the earlier of: (1) such time as the Incremental Revenues are no longer necessary or obligated to pay Public Improvement Costs; or (2) December 31, ~~((2032))~~ 2047. Provided, all Pledged Tax Allocation Revenues (as that term is defined in the Amended and Restated Reimbursement Agreement by and between the City of Spokane and North Gorge Residential Partners, LLC, dated August 22, 2011) collected from the Kendall Yards Sub-Area from January 1, 2033 up to and including December 31, 2047 shall be applied to pay for Neighborhood Public Improvements within the West Central Neighborhood, being that area of the Increment Area south of Maxwell Street, west of Monroe Street, excluding any land located in the Kendall Yards Sub-Area.

Section 4. Amendment to Section 9. of Ordinance No. C34032. Section 9 of Ordinance No. C34032 is hereby amended to provide as follows:

Section 9. ~~((Ratification of Prior Approval of))~~ Amendment to Intergovernmental Agreement. ~~((Under the County Resolution, the County has executed and delivered the Intergovernmental Agreement and agreed to the proposed Increment Area and the use of community revitalization financing by the City to finance the Public Improvements and encourage private development within the Increment Area as contemplated under RCW 39.89.030(4) and 39.89.050(1). The Council hereby ratifies and confirms its prior authorization and approval of the Intergovernmental Agreement pursuant to OPR 07-399 approved and executed on May 14, 2007 and the execution and delivery the Intergovernmental Agreement, as approved and in the form attached hereto as **Exhibit C**, by the Authorized Representative.))~~ The Council hereby authorizes and approves the First Amendment of Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection With the West Quadrant Increment Area in substantially the form presented to the Council in connection with the consideration of this Ordinance, and attached hereto as **Exhibit A**, with any nonmaterial changes thereto that one or more of the Authorized Representatives shall deem appropriate and in the interest of the City. The Council hereby further authorizes and directs any Authorized Representative to finalize, execute and deliver such Amended Intergovernmental Agreement.

Section 5. Referendum. This Ordinance is subject to the Referendum procedure specified in Section 83 of the City Charter.

Section 6. Ratification. All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the Council's employees in connection with the improvements to the Increment Area are hereby and in all respects ratified, approved and confirmed.

PASSED and ENACTED by the City of Spokane, Spokane County, Washington, on January __, 2020.

CITY OF SPOKANE
Spokane County, Washington.

Ben Stuckart, Council President

David Condon, Mayor

ATTEST:

Terri L. Pfister, City Clerk

(S E A L)

Effective Date

Approved As To Form:

Assistant City Attorney

CERTIFICATION

Terri L. Pfister, the City Clerk of the City of Spokane, Spokane County, Washington, hereby certifies that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly passed and adopted at a regular meeting of the City Council of the City of Spokane, duly and regularly held at the regular meeting place thereof on January __, 2020, of which meeting all members of such Council had due notice and at which a majority thereof was present; and that at such meeting such Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council members:

NAYS, Council members:

ABSENT, Council members:

ABSTAIN, Council members:

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that such Ordinance is a full, true, and correct copy of the original Ordinance adopted at such meeting; and that such Ordinance 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 affixed the official seal of such City on January __, 2020.

CITY OF SPOKANE, WASHINGTON

Terri L. Pfister, City Clerk

(S E A L)

Exhibit “A”

Copy of Ordinance C34032

**FIRST AMENDMENT OF INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SPOKANE, WASHINGTON AND SPOKANE COUNTY, WASHINGTON
AUTHORIZING COMMUNITY REVITALIZATION FINANCING IN CONNECTION
WITH THE WEST QUADRANT INCREMENT AREA**

This First Amendment (the “Amendment”) is made and entered into as of the dates set forth below, by the CITY OF SPOKANE, WASHINGTON (the “City”), and SPOKANE COUNTY, WASHINGTON (the “County”), hereinafter referred to as the “Parties.”

RECITALS

WHEREAS, the Parties previously entered into an agreement titled “Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection with the West Quadrant Increment Area,” a copy of which is attached hereto as Exhibit “A” (the “Agreement”);

WHEREAS, the Parties wish to amend the Agreement by extending its duration through December 31, 2047;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the benefits to be realized by each party and by the general public from the creation of the Increment Area, the City and the County agree as follows:

1. Agreement. The Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection with the West Quadrant Increment Area, a copy of which is attached as Exhibit “A”, and any previous amendment 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 (the “Agreement”).

2. Extension. Section 4 of the Agreement is amended as follows:

4. Chapter 39.34 RCW Required Provisions.

(a) *Purpose*. See Section 1 above.

(b) *Duration*. This Agreement shall continue until the earlier of: (i) such time as the tax allocation revenues (as defined in RCW 39.89.020(8)) are no longer necessary or obligated to pay the costs of any of the public improvements as set forth in Section 2 of the City Ordinance, as amended by Ordinance _____; or (ii) December 31, ~~((2032))~~2047.

(c) *Organization of Separate Entity and Its Powers*. See Section 3 above. No separate legal entity is necessary in conjunction with this Agreement.

(d) *Responsibilities of the Parties*. See provisions above.

(e) *Agreement to be Filed.* The City shall file this Agreement with its City Clerk, The County shall file this Agreement with the County Auditor or alternatively list the Agreement on the County's website.

(f) *Financing.* See Section 2 above.

(g) *Termination.* This Agreement may not be terminated any earlier than as provided in paragraph (b) above.

(h) *Property Upon Termination.* Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of this Agreement.

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

6. Counterpart. The parties may sign this Amendment in one or more counterparts hereto and each counterpart shall be treated as an original.

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

8. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State.

[Remainder of Page Intentionally Left Blank]

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

Executed this ____ day of January, 2020, by:

CITY OF SPOKANE
Spokane County, Washington

David Condon, Mayor

ATTEST:

Approved as to form:

Terri L. Pfister, City Clerk

Assistant City Attorney

(SEAL)

Executed this ____ day of _____, 20____, 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)

[Signature Page to Intergovernmental Cooperation Agreement]

Exhibit “A”

Copy of Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection With the West Quadrant Increment Area

ORDINANCE NO. C3 4032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESIGNATING AN INCREMENT AREA WITHIN ITS BOUNDARIES; DESCRIBING THE PUBLIC IMPROVEMENTS PROPOSED TO BE FINANCED IN WHOLE OR IN PART WITH THE USE OF COMMUNITY REVITALIZATION FINANCING; DESCRIBING THE BOUNDARIES OF THE INCREMENT AREA; ESTIMATING THE COST OF PUBLIC IMPROVEMENTS AND THE PORTION TO BE FINANCED USING COMMUNITY REVITALIZATION FINANCING; ESTIMATING THE TIME DURING WHICH REGULAR PROPERTY TAXES ARE TO BE APPORTIONED; PROVIDING THE DATE WHEN APPORTIONMENT OF THE REGULAR PROPERTY TAXES WILL COMMENCE; MAKING FINDINGS CONCERNING THE FINANCING OF PUBLIC IMPROVEMENTS USING COMMUNITY REVITALIZATION FINANCING; AUTHORIZING AND APPROVING A REIMBURSEMENT AGREEMENT AND AN INTERGOVERNMENTAL AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; DECLARING AN URGENCY AND EMERGENCY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

**CITY OF SPOKANE
Spokane County, Washington**

**INCREMENT AREA NO. 2007-1
(West Quadrant Increment Area)**

THE CITY OF SPOKANE DOES ORDAIN:

WHEREAS, the City of Spokane, Spokane County, Washington, (the "City") is a first class charter City duly incorporated and operating under the laws of the State of Washington and the Charter of the City;

WHEREAS, the City is authorized by Chapter 39.89 RCW (the "Act") to establish an Increment Area within the boundaries of the City and to finance public improvements using community revitalization financing to encourage private development within said Increment Area;

WHEREAS, the City Council (the "Council") desires to form an Increment Area, to be designated as the "West Quadrant Increment Area" (the "Increment Area" as defined below) to encourage private development; and

WHEREAS, the Council finds that the construction of certain public improvements within the Increment Area will encourage private development and increase the fair market value of real property within the Increment Area; and

WHEREAS, the proposed plan for public improvements must be consistent with the county-wide planning policy adopted by Spokane County, Washington (the "County") and with the City's Comprehensive Plan and development regulations adopted under the Growth Management Act; and

WHEREAS, the Act requires that the City enter into written agreements with taxing districts within the Increment Area approving the use of community revitalization financing; and

WHEREAS, pursuant to RCW 39.89.030(4) and RCW 39.89.050(1), the County adopted Resolution No. 2007-0393 on May 8, 2007 (the "County Resolution"), authorizing the execution and delivery of an Intergovernmental Agreement for the West Quadrant Increment Area (the "Intergovernmental Agreement") approving of and agreeing to the use of community revitalization financing, and has now executed and delivered the Intergovernmental Agreement; and

WHEREAS, the Act requires that the City hold a public hearing on the proposed financing of the public improvements within an Increment Area in whole or in part using community revitalization financing; and

WHEREAS, pursuant to Resolution No. 2007-0044 adopted by the City Council on April 30, 2007, the City caused to be published on May 4, 2007, such date being at least ten (10) days before the public hearing, notice in The Spokesman Review, a legal newspaper of general circulation within the proposed Increment Area, setting forth the date, time, and place of the Council's public hearing on this Ordinance, and further caused such notice to be posted in at least six (6) conspicuous public places located in the proposed Increment Area; and

WHEREAS, pursuant to RCW 39.89.030 the City may finance the public improvements within the Increment Area; and

WHEREAS, the City anticipates constructing certain public improvement within the Increment Area and using community revitalization financing to finance a portion of the costs of such public improvements (the "Neighborhood Public Improvements"); and

WHEREAS, pursuant to the Intergovernmental Agreement, the City and the County have agreed that certain public improvements within the Increment Area will be constructed by or at the direction of the County (the "County Public Improvements") and that a portion of the costs of the County Public Improvements will be financed through the use of community revitalization financing; and

WHEREAS, pursuant to the Intergovernmental Agreement, the City and the County have agreed that Incremental Revenues (as defined below) generated within the Increment Area but outside of the Kendall Yards Sub-Area shall be used to finance a portion of the costs of the Neighborhood Public Improvements and the County Public Improvements; and

WHEREAS, the City has received a proposal from Kendall Yards Development, Inc. (the "Developer") requesting that the City finance a portion of the costs of certain public improvements through community revitalization financing in connection with development by

the Developer of residential and commercial improvements on property located within that portion of the Increment Area that is within the Kendall Yards Sub-Area (as defined below); and

WHEREAS, the Developer and the City have negotiated the terms of a Reimbursement Agreement (the "Reimbursement Agreement") between the Developer and the City, under which the Developer agrees to, among other things, finance and construct certain public improvements that are located within the Kendall Yards Sub-Area of the Increment Area (the "Kendall Yards PUD Public Improvements") and the City agrees to reimburse the Developer for all or a portion of the eligible costs of such public improvements with Incremental Revenues (as defined below) generated within the Kendall Yards Sub-Area located within the Increment Area, subject to receipt of such revenues and the satisfaction of the terms and conditions set forth in the Reimbursement Agreement; and

WHEREAS, the Council desires to authorize and approve the Reimbursement Agreement, the Intergovernmental Agreement (collectively, the "Agreements") and to designate the Mayor, the Chief Operating Officer, the Chief Financial Officer or their designee as the authorized representative (the "Authorized Representative") to execute such Agreements;

NOW, THEREFORE, IT IS FURTHER ORDAINED as follows:

Section 1. Definitions. In addition to those terms defined in the Recitals above, as used in this Ordinance, the following terms have the meanings provided in this section.

"Increment Area" shall mean the Increment Area as that term is defined by RCW 39.89.020(9) and shall refer to the West Quadrant Increment Area established by this Ordinance, a description of which is attached as Schedule 1 to Exhibit A hereto.

"Incremental Revenues" shall mean those Tax Allocation Revenues as that term is defined by RCW 39.89.020(8) that are received by the City and available to finance the Public Improvements.

"Kendall Yards Sub-Area" shall mean that area within the Increment Area that is generally bounded by Monroe Street on the east, Ide Avenue and Ohio Avenue on the south, Summit Boulevard on the west and Bridge Avenue and College Avenue on the north, a description of which is attached as Schedule 2 to Exhibit A hereto.

"Public Improvement Costs" has the meaning specified for such phrase in RCW 39.89.020(5).

"Public Improvements" has the meaning specific for such phrase in RCW 39.89.020(4) and shall include those public improvements described in Section 2 of this Ordinance as the Kendall Yards Sub-Area Public Improvements, the Neighborhood Public Improvements and the County Public Improvements.

Capitalized terms used in this Ordinance that are not defined above shall have the meaning given to such terms in Chapter 39.89 RCW.

Section 2. Description of Plan for Public Improvements. It is the intention of the City that certain public improvements, including but not limited to those Public Improvements which are generally described below, be constructed and installed within the Increment Area:

(a) Publicly-owned street and road improvements, including: approximately 40,000 linear feet of streets and curbs; striping and signage; utility sleeves or similar facilities that will serve publicly owned utilities; approximately 14,000 linear feet of street landscaping (including trees and irrigation improvements); traffic signals; and improvements to Maple Street and Monroe Street, with an estimated cost of \$5,188,489.

(b) Publicly-owned water system improvements, including approximately: 15,060 lineal feet of water mains (including valves and fittings); 158 domestic water service lines (to the extent such lines are in the public domain); 158 building fire service lines (to the extent such lines are in the public domain); and 43 fire hydrants, with an estimated cost of \$2,382,300; provided fixtures and appurtenances required to connect private development to the public water system shall not be considered Kendall Yards Sub-Area Public Improvements.

(c) Publicly-owned sewer system improvements, including approximately: 1,800 lineal feet of sanitary sewer interceptors (including pipe in diameters of up to 72 inches); 15,060 lineal feet of sanitary sewer mains; 158 sanitary sewer service lines (to the extent such lines are in the public domain); and 60 sanitary sewer manholes, with an estimated cost of \$3,602,600; provided fixtures and appurtenances required to connect private development to the publicly owned sewer system shall not be considered Kendall Yards Sub-Area Public Improvements.

(d) Publicly-owned storm water and drainage management systems, including: approximately 18,031 lineal feet of storm sewer pipe; approximately 75 storm sewer manholes; approximately 151 storm water catch basins; approximately 26 Type 2 drywells; drainage swales (including landscaping for such swales); and storm water treatment vaults, with an estimated cost of \$4,416,205; provided, infrastructure and appurtenances required to address on-site storm water requirements shall not be considered Kendall Yards Sub-Area Public Improvements.

(e) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (*e.g.*, benches, trash receptacles, bicycle racks and planter pots), with an estimated cost of \$8,050,000. The parties shall address responsibility for maintenance of street furnishings installed along the sidewalk (other than benches and bicycle racks) in a separate agreement to the extent such street furnishings are to be Kendall Yards Sub-Area Public Improvements.

(f) Streetlights, with an estimated cost of \$1,970,000.

(g) Publicly-owned park facilities and recreational area improvements, including: an extension of the Centennial Trail extending approximately 7,300 lineal feet (with an approximately 20-foot wide drivable surface and an additional 10' of landscape planting and/or re-vegetation); approximately eight (8) public riverfront plazas/parks

(each of which is projected to be approximately 6,000 square feet in area); and improvements to the trail and landscaping in the existing Veterans Park at the intertie with the Centennial Trail, with an estimated cost of \$5,263,162.

(h) Site preparation for the aforementioned improvements, including demolition, excavating, grading, installing temporary erosion control improvements, with estimated costs of \$7,200,000.

(i) Designing, engineering, planning and permitting for the aforementioned improvements, with estimated costs of \$4,650,000; provided, the Public Improvement Costs relating to designing, engineering, planning, and permitting the Kendall Yards Sub-Area Public Improvements shall comply with Public Works Laws relating to the design, engineering, and permitting of the same and shall be limited to ten percent (10%) of the total Public Improvement Cost of the Kendall Yards Sub-Area Public Improvements, and any design, engineering, planning and permitting costs in excess of said ten percent (10%) limitation shall not be considered "Public Improvement Costs" for purposes of this Reimbursement Agreement.

(j) Publicly-owned streetscape improvements related to West Central Neighborhood, Comprehensive Plan West Broadway Neighborhood Center; Broadway, Ash to Chestnut, 4 blocks, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route, with an estimated cost of \$2,500,000.

(k) Publicly-owned intersection improvements related to Emerson Garfield and West Central Neighborhoods, Comprehensive Plan Monroe Corridor; Cora to Boone, 6-10, including NW Blvd, Boone, and others to be identified in N Monroe community design process (gateway locations): bumpouts, pavement treatment, trees, lighting, underground utilities as needed and feasible, pedestrian amenities, with an estimated cost of \$3,000,000.

(l) Publicly-owned traffic calming improvements on Elm, Cannon, and Chestnut 3 blocks, Bridge to Dean, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements, with an estimated cost of \$900,000.

(m) Publicly-owned streetscape intersection enhancements related to West Central Neighborhood, Comprehensive Plan Maxwell & Elm Employment Center; Chestnut to Maple, 5 blocks, on Sinto including sidewalks, bumpouts, trees and crosswalk treatments, with an estimated cost of \$1,500,000.

(n) Demolition and reconstruction related to Riverside Neighborhood; Post Street Bridge for pedestrians, with an estimated \$750,000 towards total cost.

(o) Publicly-owned streetscape improvements related to Riverside Neighborhood, Comprehensive Plan Regional Center; Bridge Street, Monroe to Post 1

block, including enhancements, lighting and street furniture, with an estimated cost of \$300,000.

(p) Publicly-owned infrastructure improvements related to Riverside Neighborhood; Potential Bridge Street public market incubator site, but limited to upgrade of water and sewer to current commercial and industrial standards, and underground utilities where appropriate, with an estimated \$500,000 towards total cost.

(q) Publicly-owned infrastructure improvements related to West Central Neighborhood, Maxwell & Elm Employment Center; incubator site(s), but limited to upgrade of water and sewer to current commercial and industrial standards, with an estimated \$750,000 towards total cost.

(r) Publicly-owned Streetscape enhancements for West Central Neighborhood; Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bumpouts, trees, crosswalk treatment, and benches/bus shelters, with an estimated cost of \$1,800,000.

(s) Publicly-owned north bank trail enhancements for Riverside Neighborhood; Centennial Trail at Monroe Street Bridge, with an estimated cost of \$175,000.

(t) Publicly-owned streetscape improvements for Riverside Neighborhood; Monroe to Central, Broadway to Mallon 4-6 blocks, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements and underground utilities where appropriate, with estimated cost of \$1,800,000.

(u) Publicly-owned streetscape and infrastructure improvements related to Riverside Neighborhood; Howard to Washington, N. River Bank to Dean, 2 blocks, including upgrade of water and sewer to current commercial and industrial standards, underground utilities where needed and as feasible, with an estimated \$850,000 towards total cost.

(v) Public access to West Central Neighborhood, Lower Crossing, including parking, bike, pedestrian, and trail enhancements, with an estimated cost of \$750,000.

(w) Crossover reconfiguration analysis and engineering Riverside, Lincoln-Monroe, with an estimated cost of \$175,000.

(x) Publicly-owned parking facilities, including surface parking lots, street parking improvements, covered parking facilities and/or multiple-floor parking facilities, adjacent to the campus of the County Courthouse, with an estimated cost of \$5,000,000.

(y) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), adjacent to the campus of the County Courthouse, with an estimated cost of \$200,000.

(z) Street lights, adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

(aa) Publicly-owned park/recreational facilities, including pocket parks and public plazas (each of which is projected to be approximately 6,000 square feet in area), adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

The public improvements described in paragraphs (a) through (i) are hereinafter referred to as the “Kendall Yards Sub-Area Public Improvements,” the public improvements described in paragraphs (j) through (w) are hereinafter referred to as the “Neighborhood Public Improvements” and the public improvements described in paragraphs (x) through (aa) are hereinafter referred to as the “County Public Improvements.” All components and portions of the Kendall Yards Sub-Area Public Improvements shall be constructed and installed in accordance with the maps, plans, and specifications to be approved by the City.

Section 3. Estimated Cost. Public Improvement Costs shall include, without limitation but only to the extent permitted by the Act, the cost of design, planning, acquisition, site preparation, construction, improvement and installation of the Public Improvements, together with the following ancillary costs:

- (a) the costs of relocating utilities as a result of the Public Improvements;
- (b) the costs of financing, including interest during construction, legal and other professional services, taxes, insurance, principal and interest costs on indebtedness incurred by the Developer and the County to finance public improvements, and any costs incurred by the City in connection with obligations incurred by the City in financing the Public Improvements;
- (c) the costs incurred by the Spokane County Assessor (the “Assessor”) to:
 - (i) revalue real property for the purpose of determining the tax allocation base value that is in excess of costs incurred by the Assessor in accordance with the revaluation plan under Chapter 84.41 RCW; and
 - (ii) the costs of apportioning the taxes and complying with applicable law; and
- (d) other administrative costs reasonably necessary and related to these costs, including such costs incurred prior to the adoption of this Ordinance.

The total estimated Public Improvement Costs for the Public Improvements that may be financed using community revitalization financing is hereby declared to be approximately Sixty Three Million Eight Hundred Seventy Two Thousand Seven Hundred and Fifty Six and No/100 Dollars (\$63,872,756.00). The City estimates that only a portion of such estimated Public Improvement Costs will be financed using community revitalization financing. The amount of such Public Improvement Costs financed using community revitalization financing shall be limited to and subject to the terms and conditions of the Reimbursement Agreement and the Intergovernmental Agreement.

Section 4. Increment Area Boundaries. The boundaries of the Increment Area are set forth in Schedule 1 to **Exhibit A**, attached hereto and incorporated herein by reference.

Section 5. Apportionment Period. The apportionment of Regular Property Taxes shall begin as of January 1, 2008, the calendar year following the enactment of this Ordinance. The City estimates that the apportionment of Regular Property Taxes pursuant to RCW 39.89.070 shall continue until the earlier of: (1) such time as the Incremental Revenues are no longer necessary or obligated to pay Public Improvement Costs; or (2) December 31, 2032.

Section 6. Tax Allocation Revenue. The City shall use Incremental Revenues to pay Public Improvement Costs, including but not limited to amounts used to pay for Neighborhood Public Improvements and amounts payable under the Reimbursement Agreement and the Intergovernmental Agreement. Provided, the potential use of Community Development Block Grant funds as referenced in the City's notices pursuant to the Act shall be limited to Neighborhood Public Improvements, as defined herein, and no such funds shall be available or used to pay for Kendall Yards Sub-Area Public Improvements or County Public Improvements.

Section 7. Community Revitalization Financing. Pursuant to RCW 39.89.030, the City may finance the Public Improvement Costs in whole or in part using Incremental Revenues. Incremental Revenues will be applied to Public Improvement Costs only in accordance with this Ordinance and pursuant to the terms and conditions set forth in the Reimbursement Agreement and the Intergovernmental Agreement.

Section 7.1. Advisory Board. The Council hereby directs the Authorized Representatives to prepare a proposal for consideration by Council to establish an advisory board to provide oversight and direction with respect to the financing, construction and priority of Neighborhood Public Improvements. Such proposal shall be provided to Council for consideration within thirty (30) days of the effective date of this Ordinance.

Section 8. Reimbursement Agreement. The Council hereby authorizes and approves the Reimbursement Agreement in substantially the form presented to the Council in connection with its consideration of this Ordinance, and attached hereto as **Exhibit B**, with any nonmaterial changes thereto that one or more of the Authorized Representatives shall deem appropriate and in the interest of the City. The Council hereby further authorizes and directs the Authorized Representative to finalize, execute and deliver said Reimbursement Agreement.

Section 9. Ratification of Prior Approval of Intergovernmental Agreement. Under the County Resolution, the County has executed and delivered the Intergovernmental Agreement and agreed to the proposed Increment Area and the use of community revitalization financing by the City to finance the Public Improvements and encourage private development within the Increment Area as contemplated under RCW 39.89.030(4) and 39.89.050(1). The Council hereby ratifies and confirms its prior authorization and approval of the Intergovernmental Agreement pursuant to OPR 07-399 approved and executed on May 14, 2007 and the execution and delivery the Intergovernmental Agreement, as approved and in the form attached hereto as **Exhibit C**, by the Authorized Representative.

Section 10. Findings. The Council hereby makes the following findings:

(a) That the Public Improvements are expected to encourage private development within the Increment Area and to increase the fair market value of real property within the Increment Area.

(b) That the private development that is anticipated to occur within the Increment Area as a result of the Public Improvements will be consistent with the countywide planning policy adopted by the County under RCW 36.70A.210 and the City's Comprehensive Plan and the development regulations adopted under Chapter 36.70A RCW.

(c) That the expenditures for the Public Improvements represent necessary and legitimate expenses of the City for public improvements and public improvement costs.

(d) That the taxing districts, in the aggregate, that levy at least seventy-five percent of the regular property tax within which the Increment Area is located have approved of and agreed to the use of community revitalization financing for the Public Improvements, as contemplated by RCW 39.89.030(4) and 39.89.050(1).

(e) That the Increment Area does not include any fire protection districts or any portions thereof.

(f) That this Ordinance satisfies all conditions of RCW 39.89.030.

Section 11. Referendum. This Ordinance is subject to the Referendum procedure specified in Section 83 of the Charter of the City.

Section 12. Effective Date. The Council hereby finds and determines that the creation of the Increment Area at this time will benefit the City due to the current state of public and private improvements within the proposed Increment Area boundaries. In making such finding and determination, the Council has given consideration to the purposes of the Act and the potential for economic development as a result of the formation of the Increment Area. In order to maximize future economic development within the Increment Area and the Incremental Revenues generated within the Increment Area to finance the Public Improvements it is essential to proceed immediately with the formation of the Increment Area and to enter into the Reimbursement Agreement and the Intergovernmental Agreement in connection therewith. Based upon said facts, an emergency and urgency is declared and found to exist as necessary for the immediate support of City government and its existing public institutions. Based upon said emergency and urgency, this Ordinance shall be effective immediately upon its passage.

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PASSED and ENACTED by the City of Spokane, Spokane County, Washington, on May 14, 2007.

CITY OF SPOKANE
Spokane County, Washington.



Joe Shogan
Joe Shogan, Council President

Dennis Hession
Dennis Hession, Mayor

20
5/14/07

RECEIVED
05.21.07
CITY CLERK'S OFFICE
SPOKANE, WA

ATTEST:

Terri L. Pfister
Terri L. Pfister
City Clerk

05.14.07
EFFECTIVE DATE

Approved As To Form:

James Richman
James Richman, Assistant City Attorney

CERTIFICATION

Terri L. Pfister, the Clerk of the City of Spokane, Spokane County, Washington, hereby certifies that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly passed and adopted at a regular meeting of the City Council of the City of Spokane, duly and regularly held at the regular meeting place thereof on May 14, 2007 of which meeting all members of said Council had due notice and at which a majority thereof was present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council members:

6

(Council President Shogan, Council Members Crow, French, McLaughlin, Stark and Verner)

NAYS, Council members:

1

(Council Member Apple voting "NO")

ABSENT, Council members:

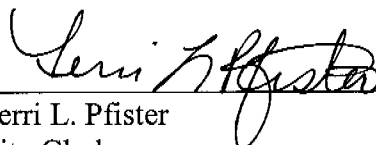
0

ABSTAIN, Council members:

0

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true, and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance 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 affixed the official seal of said City on May 29, 2007.



Terri L. Pfister
City Clerk



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

01/13/2020

Date Rec'd

12/30/2019

Clerk's File #

ORD C35880

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 625-6254

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - AMENDING THE UNIVERSITY DISTRICT REVITALIZATION FUNDING ORDINANCE

Agenda Wording

An ordinance of the City of Spokane amending Ordinance No. C-34470, creating the Spokane University District Revitalization Area.

Summary (Background)

This ordinance amends the ordinance which created the Spokane University District Revitalization Area to remove the "cap" on funding to the University District and to ensure that half of the property tax allocation is, on a quarterly basis, to be remitted to the University District to fund needed improvements in that area.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ TBD

various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**UD Committee,
12/9/2019**Finance**

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

lgilberts@spokaneudistrict.org

For the Mayor

ORMSBY, MICHAEL

mpiccolo@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO. C35880

An ordinance of the City of Spokane amending Ordinance No. C-34470, creating the Spokane University District Revitalization Area.

WHEREAS, the City Council approved Ordinance No. C-34470 on August 17, 2009 creating the Spokane University District Revitalization Area pursuant to Chapter 270, Laws of 2009; and

WHEREAS, the City previously created the University District Public Development Authority in part to assist the City in implementing the Spokane University District Revitalization Area; and

WHEREAS, the City and Spokane County recently entered into an interlocal agreement regarding the reformation of the University District Public Development Authority (ORP 2019 – 0927/Ordinance No. C35828); and

WHEREAS, the amendments set forth in this ordinance amending Ord. No. C-34470 are intended to promote the implementation of the Spokane University District Revitalization Area in conjunction with the reformation of the University District Public Development Area.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That Section 6 of Ordinance No. C34470 is amended to read as follows:

Section 6. Duration of Local Revitalization Financing. The City estimates that the Local Property Tax Allocation Revenues with respect to the Revitalization Area will be used for Local Revitalization Financing commencing on January 1, 2011, and ending on December 31, 2035 (provided, that any delinquent taxes collected after such date that were due on or before December 31, 2035, shall be distributed to the City to the extent the tax revenue so collected is attributed to “property tax allocation revenue value” (as defined in Section 102(13) of the Act) with respect to Revitalization Area). The City estimates that Revenues from Local Public Sources in an amount up to \$650,000 each year will be used commencing on the earliest date such Revenues from Local Public Sources become available to the City and ending on no later than December 31, 2035. The estimated amount shall not constitute a maximum cap on the amount of funding to be collected and expended through Local Public Sources and, beginning on January 1, 2020, one-half of such funding shall be transferred on a quarterly basis to the University District Public Development Authority.

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:**

01/13/2020

| | |
|-----------------------|---------------|
| <u>Date Rec'd</u> | 1/8/2020 |
| <u>Clerk's File #</u> | ORD C35881 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | RES 2019-0115 |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|---------------------------|---|
| <u>Submitting Dept</u> | COMMUNICATIONS |
| <u>Contact Name/Phone</u> | MARLENE FEIST X6505 |
| <u>Contact E-Mail</u> | MFEIST@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | First Reading Ordinance |
| <u>Agenda Item Name</u> | 0330 - CABLE TELEVISION FRANCHISE WITH TDS METROCOM |

Agenda Wording

Granting a non-exclusive Franchise Agreement to TDS Metrocom, LLC to use the public rights-of-way and other public places in the City of Spokane, for the purpose of providing cable television services with a variety of terms and conditions.

Summary (Background)

In November 2019, TDS Metrocom filed an application for a cable television franchise in the City. In December 2019, the Council approved Resolution 2019-0115 confirming that TDS has appropriate qualifications to receive a franchise. The City and TDS have completed negotiations and present this 10-year non-exclusive cable franchise for approval that would allow for competition to benefit the citizens and would match the anticipated terms of a new franchise for the existing cable provider.

| | | |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
| | Public Works? NO | |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |

| | |
|-----------------------------|------------------------------|
| <u>Approvals</u> | <u>Council Notifications</u> |
| <u>Dept Head</u> | DELAY, JOHN |
| <u>Division Director</u> | FEIST, MARLENE |
| <u>Finance</u> | BUSTOS, KIM |
| <u>Legal</u> | DALTON, PAT |
| <u>For the Mayor</u> | ORMSBY, MICHAEL |
| <u>Additional Approvals</u> | |
| <u>Purchasing</u> | |
| | |
| | |
| | |

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES)

| | |
|--|--|
| Division & Department: | Communications Department |
| Subject: | Cable Franchise with TDS Metrocom |
| Date: | 11/25/2019; updated 1/8/2020 |
| Contact (email & phone): | Marlene Feist; mfeist@spokanecity.org; (509) 625-6505 |
| City Council Sponsor: | Council President Breean Beggs |
| Executive Sponsor: | Marlene Feist, Interim Communications Director |
| Committee(s) Impacted: | |
| Type of Agenda item: | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative |
| Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan) | This position supports joint Mayor-City Council Strategic Plan and its goals around technology availability and economic development. |
| Strategic Initiative: | Sustainable Resources |
| Deadline: | First quarter 2020 |
| Outcome: (deliverables, delivery duties, milestones to meet) | Approval of a resolution confirming that TDS Telecom meets the requisite qualifications for a cable franchise. Followed by approval of a cable franchise agreement with TDS Telecom. |

Background/History:

TDS Metrocom is owned by Telephone & Data Systems Inc., which is a Fortune 1000 company. TDS Metrocom has been operating competitive cable television franchises since 2007 and has systems in multiple states. TDS Metrocom has filed an application with the City of Spokane to acquire a cable television franchise within the City. SMC 10.27 details the process for awarding cable TV franchises and allows for multiple providers of such services. The City has traditionally had only one cable television provider, but the City only offers non-exclusive franchises for such services. City Council has been interested in attracting competition for these services to provide citizens with choice and potentially better pricing for such services. The franchise with the existing cable provider within the City of Spokane expired in November 2017 and is extended while negotiations for a new franchise proceed.

Executive Summary:

The City's Legal and Communications departments have been meeting with representatives of TDS Metrocom to discuss the company's interest in acquiring a cable television franchise to use the public right of way and provide services within the City of Spokane. The company has submitted a formal application for a cable franchise with the City and paid a \$10,000 application fee. Additionally, negotiations with TDS have proceeded to create a draft franchise that would allow for competition to benefit the citizens of Spokane and would match the anticipated terms of a new franchise for the existing provider.

With this, and other cable television franchises, the City is working to ensure that our City has modern systems capable of serving the future needs and interests of our citizens and businesses. The City wants to ensure the availability of community programming, maintain our public right of way, and provide broad access to services.

Here are the highlights:

- Franchise Term Length: 10 years
- Franchise Fee: 5 percent
- Utility Tax: 6 percent

- PEG Channels: 6 channels (2 High-Definition and 4 Standard Definition Channels); CityCable 5 maintains the same locations as it does on other cable systems: Channel 5 in standard definition and Channel 325 in HD.
- PEG Financial Support: 0.7% of gross revenues for PEG Capital costs. These fees support the City's government-access channels as well as Community Minded TV and Education Access channels.
- Fee Payment Schedule: Quarterly for the first 3 years, monthly after that. Payments begin with the first quarter that TDS has gross revenues in Spokane.
- Technology Requirements: TDS has committed to construct an all-fiber, fiber-to-the-home cable television system with a minimum of 120 channels of video programming.
- Other: TDS will comply with the City's pavement cut policy and similar policies and will comply with the customer service and related standards found in SMC 10.27.

The City firmly believes that all citizens should have equal access to a competitive cable television service, but recognizes that building a competitive system throughout the City will take time. As such, the draft franchise includes detailed information on how TDS will roll out its service.

- Buildout Schedule & Terms:
 - *60 days after franchise begins:* The City and TDS will establish a mutually agreeable construction start date.
 - *5 Years from construction start date:* TDS shall be able to provide cable service to all residential units within what's called the Base Coverage Area, which is comprised of 70 percent of the City's dwelling units.
 - *Beyond that:* If TDS achieves a 35% penetration in the Base Coverage Area, the City can provide notice requiring the company to continue to expand its coverage area in 7 percent increments. Reviews will occur annually, and each expansion can take up to 24 months.

On December 9, 2019, Council approved a resolution certifying that TDS has adequate financial resources and technical capabilities to serve our community in this capacity. Now, staff is asking Council to consider approval of a franchise with the company.

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:

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:

**CABLE COMMUNICATIONS FRANCHISE
BY AND BETWEEN
CITY OF SPOKANE, WASHINGTON
AND
TDS METROCOM, LLC**

November 12, 2019

TABLE OF CONTENTS

| | |
|--|-----------|
| SECTION 1. PURPOSE AND INTENT..... | 1 |
| SECTION 2. TITLE. | 1 |
| SECTION 3. DEFINITIONS. | 2 |
| SECTION 4. GRANT OF AUTHORITY..... | 7 |
| SECTION 5. AUTHORITY NOT EXCLUSIVE..... | 8 |
| SECTION 7. CONDITIONS OF SALE..... | 9 |
| SECTION 8. [RESERVED]. | 9 |
| SECTION 9. AGREEMENT, ACCEPTANCE, AND INCORPORATION OF SMC 10.27A. | 10 |
| SECTION 10. [RESERVED]. | 10 |
| SECTION 11. TIME IS OF THE ESSENCE TO THIS AGREEMENT. | 10 |
| SECTION 12. TAXES. | 10 |
| SECTION 13. FRANCHISE AGREEMENT..... | 11 |
| SECTION 14. RENEWAL..... | 11 |
| SECTION 15. CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT. | 11 |
| SECTION 16. CABLE SERVICE..... | 12 |
| SECTION 17. PROGRAMMING. | 14 |
| SECTION 18. RATES. | 15 |
| SECTION 19. ACCESS AND LOCAL PROGRAMMING. | 15 |
| SECTION 20. PARENTAL CONTROL. | 19 |
| SECTION 21. TRANSFER OF RIGHTS..... | 20 |
| SECTION 22. LETTER OF CREDIT; PERFORMANCE SECURITY FOR OBLIGATIONS..... | 20 |
| SECTION 23. PROCEDURE FOR DRAWING ON PERFORMANCE SECURITY. | 21 |
| SECTION 24. ENFORCEMENT. | 22 |
| SECTION 25. LIQUIDATED DAMAGES. | 23 |
| SECTION 26. HEARINGS. | 25 |
| SECTION 27. REVOCATION..... | 26 |
| SECTION 28. INSURANCE, BONDS, INDEMNITY. | 27 |
| SECTION 29. REPORTS..... | 29 |
| SECTION 30. PAYMENT OF FEES AND COSTS..... | 31 |
| SECTION 31. SERVICE OF NOTICE. | 32 |
| SECTION 32. SUCCESSORS AND ASSIGNS. | 33 |

| | |
|---|------------|
| SECTION 33. CUSTOMER SERVICE STANDARDS. | 33 |
| SECTION 34. REMEDIES CUMULATIVE. | 33 |
| SECTION 35. MISCELLANEOUS PROVISIONS. | 34 |
| SECTION 36. APPLICABLE LAW. | 35 |
| EXHIBIT A FREE SERVICE TO PUBLIC BUILDINGS | A-1 |

CABLE COMMUNICATIONS FRANCHISE

An Ordinance granting a non-exclusive Franchise Agreement to TDS Metrocom, LLC to occupy and use the public rights-of-way and, upon approval, other public places in the City of Spokane, for the purpose of constructing, maintaining, and operating a Cable System within the City for a term of ten (10) years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement.

THE CITY OF SPOKANE DOES ORDAIN:

SECTION 1.
PURPOSE AND INTENT.

This Franchise Agreement is by and between the City of Spokane, a Washington municipal corporation (“City”), and TDS Metrocom, LLC (“Franchisee”).

WHEREAS, the City, pursuant to Chapter 10.27A of the Municipal Code of the City of Spokane, Washington (hereinafter “SMC 10.27A”), is authorized to grant one or more non-exclusive revocable Franchise Agreements to construct, maintain and operate a Cable System within the City; and,

WHEREAS, pursuant to SMC 10.27A and in accordance with Section 626 of the Cable Communications Policy Act of 1984, Franchisee has requested the grant of a Cable Communications Franchise Agreement, and after negotiations with Franchisee, the City has determined that it is in the best interest of the City and its residents to grant the Franchise Agreement with Franchisee; and,

WHEREAS, the City has, following required and reasonable notice, conducted a full public hearing, affording all persons concerned with the analysis and consideration of the technical ability, financial condition, legal qualifications and general character of the Franchisee; and,

WHEREAS, the City, after such consideration, analysis and deliberation, has approved and found sufficient the technical ability, financial condition, legal qualification and character of said Franchisee; and,

WHEREAS, the City has determined that it is in the best interests of and consistent with the health, safety and welfare of the citizens of the City to grant the Franchise Agreement to the Franchisee to operate a Cable System within the confines of the City and on the terms and conditions hereinafter set forth; and,

WHEREAS, the Franchisee has agreed to be bound by the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the grant of the franchise pursuant to this Franchise Agreement, the Franchisee hereby promises to comply with the provisions of this Franchise Agreement and SMC 10.27A. In consideration of the Franchisee’s promises, the City hereby grants a franchise as hereinafter set forth:

SECTION 2.
TITLE.

THIS AGREEMENT may be referred to as the “City of Spokane, Washington/TDS Metrocom, LLC Cable Communications Franchise Agreement.”

SECTION 3.
DEFINITIONS.

For the purpose of this Franchise Agreement the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and the word “may” is permissive. Words not defined shall be given their common and ordinary meanings.

- (A) “Access Channel” shall mean any Channel set aside for Non-commercial public use, educational use, or governmental use without a channel usage charge.
- (B) “Access User” shall mean any Person entitled to make use of an Access Channel consistent with the intended purpose of the Channel. [Cross reference SMC 10.27A.510]
- (C) “Base Coverage Area” means an area comprised of seventy percent (70%) of the Dwelling Units in the Franchise Area.
- (D) “Basic Cable Service” shall mean the most highly penetrated, separately-priced Service Tier that is available without the purchase of any other Service Tier and which includes the retransmission of local television broadcast signals.
- (E) “Cable Act” shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.
- (F) “Cable Service” or “Service” shall mean (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.
- (G) “Cable System” or “System” shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term shall not include:
 - (1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - (2) a facility that serves only Subscribers without using any Public Right of Way;
 - (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such

facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(4) an open video system that complies with 47 U.S.C. § 573; or

(5) any facilities of any electric utility used solely for operating its electric utility system.

(H) “Channel” shall mean bandwidth in the electromagnetic spectrum capable of carrying a television channel (as television channel is defined by FCC regulation).

(I) “City” shall mean the City of Spokane, Washington. For purposes of enforcement of any provision, “City” further means the City Administrator or their designee except where otherwise specified.

(J) “Complaint” shall mean a Subscriber written contact (via U.S. mail, email or other electronic means) with the Franchisee to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the scope of this Franchise Agreement or Ch. 10.27A SMC. A Complaint must be in writing but does not include initial contacts where an issue is promptly resolved to the Subscriber’s satisfaction.

(K) “Converter” shall mean an electronic tuning device which converts transmitted signals to a frequency which permits their reception on a television receiver.

(L) “Council” shall mean the legislative body of the City of Spokane, Washington.

(M) “Dwelling Units” means all residential single family and multi-family homes or units in the Franchise Area.

(N) “FCC” shall mean the Federal Communications Commission or any legally appointed or designated agent or successor.

(O) “Franchise Agreement” or “Franchise” shall mean the nonexclusive right and authority to construct, maintain, and operate a Cable System through use of Public Rights of Way in the City pursuant to a contractual agreement approved by the City Council and executed by the City and a Franchisee.

(P) “Franchise Area” shall mean the entire geographic area within the City as it is now constituted or may in the future be constituted. [Cross reference SMC 10.27A.720]

(Q) “Franchisee” shall mean TDS Metrocom, LLC, including any lawful successor, transferee or assignee of the original Franchisee.

(R) “Franchisee’s Service Territory” shall mean any area of the City where Dwelling Units are passed by Franchisee’s Cable System activated plant.

(S) “Franchise Fee” means consideration paid by Franchisee for the privilege to operate a Cable System in the Franchise Area in accordance with Section 622 of the Cable Act and federal law.

(T) “GAAP” means Generally Accepted Accounting Principles.

(U) “Gross Revenues” means all amounts derived by the Franchisee and/or an Affiliate from the operation of Franchisee’s Cable System to provide Cable Services within the Franchise Area. Gross Revenues include, by way of illustration and not limitation:

- (1) Fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels and video-on-demand Cable Services);
- (2) Installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair, or similar charges associated with Subscriber Cable Service;
- (3) Fees paid to Franchisee for Channels designated for commercial/leased access use, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;
- (4) Converter, remote control, and other Cable Service equipment rentals, leases, or sales (but not revenues from equipment used exclusively for the provision of services that are not Cable Service);
- (5) Advertising Revenues as defined herein;
- (6) Fees including, but not limited to: (1) late fees, convenience fees and administrative fees which shall be allocated in accordance with GAAP; and (2) Franchise fees;
- (7) Commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area.
- (8) “Advertising Revenues” shall mean amounts derived from sales of advertising on any Cable Service made available to Franchisee’s Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising.
- (9) “Gross Revenues” shall not include:
 - a) Actual Cable Services bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a pro rata

basis using Cable Services revenue as a percentage of total Franchisee revenues within the Franchise Area;

b) Any taxes and/or fees on services furnished by Franchisee imposed on Subscribers by any municipality, state or other governmental unit, provided that the Franchise Fee and the FCC user fee shall not be regarded as such a tax or fee;

c) Public, Educational and Governmental (PEG) Fees collected by Franchisee from Subscribers;

d) Contra expenses including but not limited to launch fees and marketing co-op fees to the extent consistent with GAAP; and

e) Unaffiliated third party advertising sales agency fees or commissions which are reflected as a deduction from revenues to the extent consistent with GAAP.

(10) To the extent revenues are received by Franchisee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Franchisee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card. This calculation shall be applied to every bundled service package containing Cable Service from which Franchisee derives revenues in the City and shall be modified whenever a rate change occurs on any part of the bundled services. The City reserves its right to review and to challenge Franchisee's calculations.

(11) Franchisee reserves the right to change the allocation methodologies set forth in this definition to meet standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). City acknowledges and agrees that Franchisee shall calculate Gross Revenues in a manner consistent with GAAP where applicable; however, the City reserves its right to challenge Franchisee's calculation of Gross Revenues, including Franchisee's interpretation of GAAP and Franchisee's interpretation of FASB, EITF and SEC directives. Franchisee agrees to explain and document the source of any change it deems required by FASB, EITF and SEC concurrently with any Franchise-required document, identifying each revised section or line item as well as a detailed explanation on the first payment statement to the City of any change made to the allocation methodologies.

(12) The City acknowledges that Franchisee shall maintain its books and records in accordance with "GAAP" and subject to applicable laws.

(V) "Installation" shall mean the process necessary to connect the Cable System at the Subscriber's premises.

(W) “Lockout Device” shall mean an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.

(X) “Non-commercial” shall mean, in the context of Access Channels that products and services are not sold via the Access Channel. The term will not be interpreted to prohibit an Access Channel operator or programmer from independently (i.e. not in the context of any televised programming) soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, in the manner of the corporation for public broadcasting. An Access Channel operator or programmer may cablecast informational programming regarding City events, projects and attractions of interest to residents so long as the format for such programming is consistent with the purposes for which PEG resources may be used.

(Y) “Normal Business Hours” shall mean those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.

(Z) “Normal Operating Conditions” shall mean those Service conditions which are within the control of Franchisee. Those conditions which are not within the control of a Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. [Cross reference SMC 10.27A.700]

(AA) “Other Programming Service” shall mean information that a cable operator makes available to all Subscribers generally.

(BB) “PEG” shall mean public, educational and governmental.

(CC) “Person” shall mean an individual or legal entity, such as a corporation or partnership.

(DD) “Penetration Level” means the percentage obtained by dividing (x) the number of Franchisee’s Subscribers, by (y) the total number of Dwelling Units in Franchisee’s Service Territory (e.g. x/y = Penetration Level percentage).

(EE) “Public Right of Way” or “Public Rights of Way” shall mean the surface of and the space above and below any public street, road, highway, path, sidewalk, alley, court, or easement now or hereafter dedicated and opened by the City for the purpose of public travel or public utilities. Use of skywalks may be subject to additional regulatory requirements consistent with the Spokane Municipal Code. In the case of any grant of authority or permission by the City to a cable operator however, this term shall not exceed the scope of the City’s interests or power to extend such grant.

(FF) “Section 621 Order” means the Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019.

(GG) “Service Tier” shall mean a specific set of Cable Services which are made available as a group for purchase by Subscribers at a separate rate for the group.

(HH) “Standard Installation” shall mean those that are located up to one hundred twenty-five (125) feet from the existing distribution system. Franchisee shall comply with applicable FCC regulations regarding commercial Installations as may now or hereafter arise.

(II) “Subscriber” shall mean a member of the general public who receives broadcast programming distributed by a Cable System and does not further distribute it.

(JJ) “Unserved Area” means any area within the City where the Dwelling Units are not in the Franchisee’s Service Territory.

(KK) “Video Programming” shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(LL) “Wireline MVPD” means any entity, including the City, that utilizes the Public Right of Way to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of Video Programming in the City, which could also include the City. For purposes of this Franchise, the term “Wireline MVPD” shall not be limited to entities defined by the FCC as “multichannel video programming distributors” and shall include entities that provide multiple Channels of Video Programming via Open Video Systems, as defined by the FCC, but it is the intent of the Franchisee and the City that the term Wireline MVPD shall not include small cell providers, unless the City has the legal authority under applicable state and federal law to regulate or to impose cable franchise obligations upon such small cell providers.

SECTION 4. GRANT OF AUTHORITY.

(A) There is hereby granted by the City to the Franchisee, for a period of ten (10) years from and after the first day of the first month following enactment, the right, and privilege to have, acquire, construct, reconstruct, use, operate, own and maintain a Cable System for the Franchise Area, subject to applicable law, to the terms and provisions of Section 9(C) herein, and to the conditions and restrictions as hereinafter provided. No privilege or power of eminent domain is bestowed by this grant of authority.

(B) Consistent with the provisions of City ordinances and the Cable Act, the City hereby grants to Franchisee the authority to use the City’s Public Rights of Way for the purposes of this Franchise Agreement.

SECTION 5.
AUTHORITY NOT EXCLUSIVE.

The grant of authority for use of the City's Public Rights of Way, as conferred in Section 4 hereof, is not exclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of public property. Nothing in this Franchise Agreement shall affect the right of the City to grant to any other Person a similar franchise or right to occupy and use the Public Rights of Way or any part thereof for the erection, Installation, construction, reconstruction, operation, maintenance, dismantling, testing, repair or use of a Cable System within the City. Additionally, the Franchisee shall respect the rights and property of the City and other authorized users of Public Rights of Way. Disputes between the Franchisee and other parties over the use, pursuant to this Franchise Agreement, of the Public Rights of Way shall be submitted to the City Engineer for resolution.

SECTION 6
COMPETITIVE EQUITY.

(A) The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via Cable Systems or other Wireline MVPDs. The City intends to treat Wireline MVPDs in a nondiscriminatory manner to the extent permissible under applicable state and federal law. If, following the effective date of this Franchise, the City grants such an additional franchise or authorization to a Wireline MVPD and Franchisee believes the City has done so on terms materially more favorable than the obligations under this Franchise, then the provisions of this Section 6 will apply.

(B) As part of this Franchise, the City and Franchisee have mutually agreed upon the following terms as a condition of granting the Franchise, which terms may place the Franchisee at a significant competitive disadvantage if not required of a Wireline MVPD: the obligation to pay to the City a Franchise Fee consistent with Section 30 of this Franchise, Gross Revenues as provided for and defined in this Franchise, and the obligation to comply with requirements in this Franchise regarding complimentary services, PEG funding, PEG Access Channels, records and reports, security instruments, audits, dispute resolution, remedies, notice and opportunity to cure, and customer service obligations (hereinafter "Material Obligations"). The City and Franchisee further agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on each entity are materially equivalent.

(C) Within one (1) year of the adoption of a Wireline MVPD franchise or similar authorization, Franchisee must notify the City in writing of the Material Obligations in this Franchise that exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City and Franchisee agree that they will use best efforts in good faith to negotiate Franchisee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Franchisee reach agreement on the Franchise modifications pursuant to such negotiations,

then the City shall amend this Franchise to include the modifications. If the City and Franchisee fail to reach agreement in such negotiations, Franchisee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another Wireline MVPD (with the understanding that Franchisee may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Franchisee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Wireline MVPD. Notwithstanding anything contained in this section to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar downstream video programming service available for purchase by Subscribers or customers under its franchise agreement with or similar authorization from the City.

(D) In the event the City disputes that the Material Obligations are different, Franchisee may bring an action in federal or state court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity. Alternatively, Franchisee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

(E) Nothing in this Section 6 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

(F) To the extent the City has legal authority to grant a franchise or similar authorization to a wireless provider of Cable Service, the competitive equity rights provided by this section shall apply with respect to Material Obligations imposed in such franchise or other similar agreement. In the event of a dispute regarding the City's legal authority, Franchisee shall have the burden to demonstrate that such authority exists.

SECTION 7. CONDITIONS OF SALE.

If a renewal of this Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at a price determined pursuant to the provisions of SMC 10.27A.380 to the extent consistent with the provisions of the Cable Act.

SECTION 8. [RESERVED].

SECTION 9.
AGREEMENT, ACCEPTANCE, AND INCORPORATION OF SMC 10.27A.

(A) Franchisee acknowledges and accepts the right of the City to grant Franchisee this Franchise under current federal, state and local law. Franchisee agrees it shall not now nor at any time hereafter challenge this right, including in any state or federal court, provided that Franchisee reserves its right to seek changes in federal, state, or local law governing the right of City to grant this Franchise and to challenge the City's right to grant this Franchise based on changes in current federal, state, or local law that take effect subsequent to the effective date of this Franchise Agreement.

(B) Franchisee's rights hereunder are subject to the lawful and reasonable exercise of the City's police power consistent with federal, state, or local law. It is understood that the City may at any time enact any ordinance which may impact the Franchisee in its operation of the Cable System, provided that such ordinance constitutes a proper exercise of the City's police power, consistent with federal, state or local law.

(C) Franchisee acknowledges as of the time of acceptance of this Franchise Agreement that it has reviewed the Spokane City Charter relating to franchises and the use of the Public Right of Way and Ch. SMC 10.27A and accepts them as lawful exercises of City regulatory powers over the Public Right of Way. The parties acknowledge that the City may modify its regulatory policies throughout the term of this Franchise Agreement. Franchisee agrees to comply with such lawful policies except when there is a conflict with Franchisee's rights negotiated hereunder. Franchisee reserves any rights it may have to challenge such policies whether arising in contract or at law. The City reserves all defenses to such challenge, whether arising in contract or law.

SECTION 10.
[RESERVED].

SECTION 11.
TIME IS OF THE ESSENCE TO THIS AGREEMENT.

Whenever this Franchise Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, related to a material Franchise requirement, such time shall be deemed of the essence. Any failure of the City to promptly enforce the time for an act to be performed in the past shall not be deemed a waiver of the City's right to require timely performance in the future.

SECTION 12.
TAXES.

As is consistent with applicable law, nothing contained in this Franchise Agreement shall be construed to except the Franchisee from any tax, liability or assessment authorized by law or from provisions of Titles 4 and 8 of the Spokane Municipal Code.

SECTION 13.
FRANCHISE AGREEMENT.

This Franchise Agreement is a contract between the City and the Franchisee, binding upon both parties. It is the intent of the parties that this shall be subject to amendment by mutual agreement from time to time to allow the Franchisee to innovate and implement new services and developments, or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment.

SECTION 14.
RENEWAL.

Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), as amended.

SECTION 15.
CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT.

(A) The Franchisee shall construct an all fiber, fiber to the home, Cable System. Franchisee shall provide a Cable System that shall be capable of providing a minimum of one hundred twenty (120) Channels of Video Programming to its Subscribers in the Franchise Area. Active and passive devices are capable of delivering high-quality digital video signals meeting or exceeding FCC technical quality standards. Cable System nodes are designed for future segmentation as necessary to maximize shared bandwidth. During the term of this Franchise Agreement, the Franchisee agrees to maintain the Cable System in a manner consistent with these specifications or better.

(B) All Franchisee activity in the Public Right of Way, and other public places where applicable, must be in accord with the Standard Specifications (WSDOT 2004, as amended or current equivalent) applicable to civil works in the Public Right of Way, including any generally applicable Supplemental Specifications as now or hereafter approved by the City Engineer and any other state and local regulations. All such construction, Installation and maintenance must also comply with the National Electrical Safety Code, the Washington State Electrical Construction Code, the National Electrical Code as adopted by the City and good and accepted industry practices.

[Note: at the time of adoption of this section, the generally approved Standard Specifications is that edition published by the Washington State Department of Transportation (WSDOT), “Standard Specifications for Road, Bridge and Municipal Construction, 2016, M 41-10”, as amended].

(C) The Franchisee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R. Part 76, Subpart K, as may be amended from time to time. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC’s rules.

(D) In accordance with applicable law, the City shall have the right to regulate and inspect the construction, operation and maintenance of the Cable System in the Public

Rights of Way. Upon reasonable prior written notice and in the presence of the Franchisee's employee, the City may review the Cable System's technical performance as necessary to monitor the Franchisee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Franchisee. [Cross reference SMC 10.27A.600 - 10.27A.680 regarding construction standards which are also applicable.]

SECTION 16. CABLE SERVICE.

(A) Franchisee acknowledges the City's desire for all residents in the Franchise Area to benefit from competitive Cable Service offerings. The City acknowledges that requiring Franchisee, as a second market entrant, to initially buildout all of the Franchise Area as a condition of receiving a cable franchise may be economically prohibitive and could be construed as a barrier to entry for competitive cable service in the City. Accordingly, the parties agree to implement the following procedure for the expansion of Franchisee's Cable System within the Franchise Area.

(1) Within sixty (60) days following the effective date of this Franchise, the City and Franchisee shall establish a mutually agreeable construction start date that takes into account such time as is reasonably necessary for Franchisee to issue Requests for Proposals relating to the construction of the Cable System. No later than five (5) years from the agreed upon construction start date, Franchisee's Cable System shall be capable of providing Cable Service to all of the Dwelling Units in the Base Coverage Area requesting Cable Service, provided however that the Franchisee may request, and the City shall not unreasonably withhold its approval of, extensions of this deadline based on construction delays caused or contributed to by unforeseen events outside Franchisee's control, including but not limited to events described in Section 35(A).

(2) After completion of the Base Coverage Area, the City may require Franchisee to expand Franchisee's Cable System in accordance with the terms of this Section 16(A)(2). No more than once a year, after receipt of a written request from the City, Franchisee shall provide a report showing the current Penetration Level in Franchisee's Service Territory. If the Penetration Level is thirty-five percent (35%) or greater, the City may require Franchisee to expand its Cable System to cover an additional seven percent (7%) of the Unserved Area by delivering written notice to Franchisee. Upon receipt of such notice, Franchisee shall have twenty-four (24) months to meet such expansion requirement. Franchisee shall determine which portion of the Unserved Area it will serve.

(3) Once Franchisee has extended its Cable System to cover ninety-five percent (95%) of the Franchise Area in accordance with Section 16(A)(2) above, the Franchisee shall make available Cable Service distributed over the Cable System when Dwelling Units can be served by extension of the System past Dwelling Units equivalent to a density of seven (7) Dwelling Units per one-quarter (1/4) mile of cable contiguous to the System. Franchisee may petition the City for

a waiver of this requirement, such waiver to be granted for good cause shown. Such extension shall be at Franchisee's cost. In areas not meeting the requirements of seven (7) or more Dwelling Units per one-quarter (1/4) mile, for mandatory extension of Service, Franchisee shall provide, upon the request of any potential Subscribers desiring Service, an estimate of the costs required to extend Service to such Subscribers. Franchisee shall then extend Service upon request and upon payment of an amount equal to the reasonable value of actual time and materials to be incurred by Franchisee for such extension. If such Dwelling Unit is located within one hundred twenty-five (125) feet of Franchisee's feeder cable, the Cable Service will be provided at Franchisee's published rate for Standard Installations.

(4) Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Franchisee having legal access to any such Subscriber's Dwelling Unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions.

(B) In order to permit the City to monitor and enforce the provisions of Section 16(A) above, as well as other provisions of this Franchise, the Franchisee shall, commencing ninety (90) days after the effective date, and continuing throughout the term of this Franchise, meet quarterly with the City, unless otherwise specified by the City, and provide reports and make available maps showing the City the Franchisee's progress towards compliance with Section 16(A).

(C) Consistent with SMC 10.27A.720, areas subsequently annexed shall be provided with Cable Service in accordance with the formula set forth in Section 16(A) herein.

(D) Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides. All residents requesting Cable Service and living within a Standard Installation of one hundred twenty-five (125) feet shall have the cable installed at no more than the prevailing published Standard Installation rate. In the event a request is made for Cable Service and the residence is more than a Standard Installation of one hundred twenty-five (125) feet, such Installation shall be completed on a time and material cost basis for that portion of the service line extending beyond one hundred twenty-five (125) feet.

(E) Subject to Section 35(D) of this Franchise Agreement and upon request through the designated City representative, the Franchisee shall provide, without charge and throughout the term of this Franchise Agreement, one (1) outlet, one (1) Converter, if necessary, and Digital Starter Service programming (including the PEG Channels) to the public buildings listed in Exhibit A (provided such buildings are then passed by Franchisee's cable system), attached hereto ("Complimentary Service") and not currently receiving service from another franchised cable operator. However the City shall have the right to request the disconnection of the other franchised cable operator and require Franchisee to meet the free service obligation provided the City maintains a fair

distribution of service to public buildings between all franchised cable operators in the City.

(1) If the drop line to such building exceeds a Standard Installation drop of one hundred twenty-five (125) feet, the Franchisee will accommodate the drop up to three hundred (300) feet if the City or other agency provides the necessary attachment point for aerial service or conduit pathway for underground service. If the necessary pathway is not provided, the City or other agency agrees to pay the incremental cost of such drop in excess of one hundred twenty-five (125) feet or the necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry.

(2) The Complimentary Service outlets will not be located in areas open to the public excepting one (1) outlet to be located in a public lobby in City Hall that will be used exclusively to allow the public to view Council meeting broadcasts and other governmental programming appearing on that Channel. The City will take reasonable precautions to prevent any inappropriate or unlawful use of the Franchisee's Cable System that results in any loss or damage to the Cable System or exposes Franchisee to any third-party claims of liability arising from such inappropriate or unlawful use. Franchisee hereby reserves all rights it may have under the law to seek payment from City for liability or claims arising out of the provision and use of the Complimentary Service required by this section.

(3) If additional outlets of Complimentary Service are provided to such buildings, the building occupant will pay the usual Installation fees, if any.

SECTION 17. PROGRAMMING.

(A) Subject to the provisions of this Section 17, the City shall not interfere with the Franchisee in the Franchisee's exercise of its discretion regarding the addition, deletion, or realignment of the Channels of Video Programming carried on the Cable System.

(B) To the extent required by applicable federal law, and in any manner allowed by applicable federal law, Franchisee will notify City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, provided that in the case of a channel addition, deletion or realignment occasioned by the interruption or cessation of a Channel or Channels of Video Programming due to a technical or other equipment failure beyond the Franchisee's control or the refusal of the vendor of the Video Programming to extend or renew an expiring agreement for the carriage of such Video Programming Channel, the Franchisee will give such notice within a reasonable period of time after such interruption or cessation of service.

(C) Franchisee will provide at least the following initial broad categories of programming to the extent such categories are reasonably available:

(1) Educational programming;

- (2) News, weather and information;
- (3) Sports;
- (4) General entertainment including movies;
- (5) Children, family oriented;
- (6) Arts, culture and performing arts;
- (7) Foreign language programming; and
- (8) Science/documentary.

(D) Except where the elimination of Video Programming is not within the Franchisee's control (as described in subsection (B)), the Franchisee may not eliminate any broad category of programming noted in subsection (C) without first requesting the written approval of the City, such approval not to be unreasonably withheld. In the event that the City makes an adverse determination with respect to a request to eliminate a broad category of programming, such determination shall be in writing, along with a concise statement of the reasons therefore. In the event the City fails to make a determination within sixty (60) days after receipt of a request from Franchisee, Franchisee shall have the right to make the deletion contained in its written request. Cross reference SMC 10.27A.905.

SECTION 18.

RATES.

(A) Throughout the term of this Franchise Agreement and upon request, the Franchisee shall provide annually an updated rate card to the City that details applicable rates and charges for Cable Services provided under this Franchise Agreement. This does not require the Franchisee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Franchisee shall provide a minimum of thirty (30) days' written notice to the City and each Subscriber before increasing any rates and charges. Franchisee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, franchise fee or other fees, tax, assessment or charge of any kind imposed by the City or any other governmental entity on the transaction between the Franchisee and the Subscriber.

(C) City may regulate rates for the provision of Cable Service provided over the System in accordance with applicable federal law, in particular 47 C.F.R. Part 76 subpart N. In the event the City chooses to regulate rates it shall, in accordance with 47 C.F.R. § 76.910, obtain certification from the FCC, if applicable. The City shall follow all applicable FCC rate regulations and shall ensure that appropriate personnel are in place to administer such regulations. City reserves the right to regulate rates for any future Cable Services to the maximum extent allowed by law.

SECTION 19.

ACCESS AND LOCAL PROGRAMMING.

(A) Access Channels.

(1) Franchisee shall dedicate six (6) Channels for PEG use by the City. Use of the PEG Channels shall be determined in City's sole discretion. At such time as Franchisee first provides Cable Service to its first Subscriber in the City, Franchisee shall carry two (2) of the PEG Channels in high-definition ("HD") format and four (4) channels in standard definition ("SD") format. For purposes of this Franchise, HD format shall mean a display resolution of at least 1080 lines (progressive) that is supported by Franchisee on the Cable System, including the Franchisee's terminal device(s) provided to Subscribers for HDTV use. If Franchisee supports more than one such HD resolution, the City shall have the right to specify which of those formats supported by Franchisee shall be used for the PEG Channels.

(2) Franchisee shall ensure that any PEG Channels carried in HD format pursuant to subsection (1) can also be viewed in standard definition (non-HD) format by Subscribers who do not receive HD service or do not have HD equipment, with the same quality and functionality as commercial channels of the same format, whether through simulcasting the programming in SD and HD, or by means of another technical solution used by Franchisee for other commercial programmers carried on the channel lineup.

(3) At any time during the term of this Franchise, the City may at its sole discretion, upon one hundred twenty (120) days' advance written notice to Franchisee, require Franchisee to carry any one of the four (4) SD PEG Channels referenced in subsection (1) in HD format subject to the same requirements as set forth in subsections (1) and (2) above.

(4) City shall be responsible for all programming requirements, including but not limited to scheduling, playback, training, staffing, copyright clearances, and equipment, maintenance and repair. Franchisee shall provide City with the ability to verify that the PEG programming which the City provides on the PEG Channels is actually received by Franchisee. To that end Franchisee shall provide the City with "confidence feeds" at each City playback location that will permit the City to view only the PEG Access Channels for the purpose of verifying the audio and visual level of the PEG programming on each PEG Channel is correct.

(5) The Franchisee shall provide the PEG Access Channels as part of the Basic Cable Service provided to any Subscriber so that the PEG Access Channels are viewable by the Subscriber without the need for additional equipment beyond that required to receive the Basic Cable Service Tier. If Channels are selected through a menu system, the PEG Access Channels shall be displayed as prominently as commercial programming choices offered by Franchisee.

(B) Regional Channel. The City shall have the right to use one (1) of the existing PEG Access Channels as a regional channel if desired by the City. Franchisee shall cooperate with City to accommodate such regional channel.

(C) PEG Access Channel Location. Franchisee shall make commercially reasonable efforts to maintain one (1) of the PEG Access Channels as Channel 5 (SD) and Channel 325 (HD) on the Franchisee's Channel lineup. Franchisee shall make commercially reasonable efforts to maintain one (1) additional PEG Access Channel as Channel 14 (SD) and Channel 326 (HD) on the Franchisee's Channel lineup, or otherwise maintain adjacent positions to each other in the channel lineup.

(1) Franchisee shall make commercially reasonable efforts to minimize Channel location movements for PEG Access Channels, and shall make reasonable commercial efforts to locate Access Channels in a manner that is easily accessible to Subscribers. For new HD Access Channels that are provided pursuant to this Franchise, Franchisee shall make reasonable commercial efforts to assign the Access Channels a number near the other HD local broadcast stations if such channel positions are not already taken, or if that is not possible, near HD news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.

(D) PEG Access Channel Quality.

(1) With respect to signal quality, Franchisee shall not be required to carry an Access Channel in a higher quality format than that of the Channel signal delivered to Franchisee, but Franchisee shall distribute the Channel signal without material degradation. There shall be no restriction on Franchisee's technology used to deploy and deliver SD or HD signals so long as the requirements of the Franchise are otherwise met. Franchisee may implement HD carriage of PEG Access Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the Subscriber that is reasonably comparable and functionally equivalent to similar commercial HD Channels carried on the Cable System. Franchisee agrees that in no event will the PEG Access Channels be transmitted in a manner different than other commercial channels offered by Franchisee on the basic service tier.

(2) In the event the City believes and provides evidence that Franchisee has failed to meet this standard, the City will notify Franchisee of such concern, and Franchisee will respond to any complaints in a timely manner. Disputes under this section shall be addressed through the Franchise enforcement procedures set forth in Section 24. Upon reasonable written request by the City or any authorized access provider (but not a user of the community Access Channel), Franchisee shall verify that Access Channel signal delivery to Subscribers is consistent with the requirements of this section.

(E) The City shall implement and enforce policy directives and terms of use requirements that all users of public access facilities and public Access Channel(s) assume complete responsibility for the content of programming prepared at public access facilities and/or cablecasts on the public Access Channel(s). The parties agree that clearance for use of copyrighted material shall be the sole responsibility of the access

user. The City shall require that all public access users indemnify and hold the Franchisee and the City of Spokane harmless from all liability of any kind whatsoever, including the costs of legal defense arising from the use of facilities, channel(s) or access time by the user.

(F) PEG Fee.

(1) Upon commencement of Cable Service by Franchisee to its first Subscriber in the City and through the end of the term of this Franchise, the Franchisee shall collect and remit to the City zero point seven percent (0.7%) of Gross Revenues (the "PEG Fee") to be used for PEG access capital costs in accordance with applicable federal law. The PEG Fee shall be remitted to the City in the same manner and at the same time as the Franchise Fee.

(2) The City shall allocate all amounts under this paragraph to PEG capital uses exclusively.

(3) The PEG Fee is not intended to represent part of the Franchise Fee and are intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other applicable laws. So long as the PEG Fee is used by the City as permitted by applicable federal law, and this Franchise, Franchisee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee, unless otherwise mandated by applicable law.

(4) Within ninety (90) days and upon request, the City shall provide the Franchisee with documentation showing expenditures for PEG capital use of the previous year's PEG Fee funding and showing the budgeted use of the current year's PEG funding. In the event the City cannot demonstrate that PEG Fee funding was used or budgeted for PEG capital needs, Franchisee's PEG Fee funding obligations going forward shall be reduced by an equivalent amount.

(5) All PEG Access Channels shall be provided as a part of Franchisee's Basic Cable Service or its equivalent. Franchisee shall make every reasonable effort to coordinate the cablecasting of PEG access programming on the Cable System on the same Channel designations as such programming is currently cablecast within the City. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) days' written notice to the City by Franchisee, except for circumstances beyond Franchisee's reasonable control.

(G) Guide Selection. Franchisee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with applicable laws so that Subscribers will have ready access to PEG Access Channels. To the extent the configuration of the Cable System allows for detailed program listings to be included on the digital channel guide, Franchisee will make available to City the ability to place PEG Access Channel

programming information on the interactive Channel guide via the electronic programming guide (“EPG”) vendor (“EPG provider”) that Franchisee utilizes to provide the guide service. Franchisee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG and the City will be responsible for providing PEG Access content in a format that is compatible with the EPG. All costs and operational requirements for the EPG provider shall be the responsibility of the City. Franchisee is not responsible for operations of the EPG provider. Franchisee shall, to the maximum extent possible, make available to the City any price discounts Franchisee may have in place with third party vendors that offer such programming guide services. The cost of this guide service may be funded in any manner consistent with applicable law.

(H) PEG Access Programming Connectivity.

(1) Prior to the date on which Franchisee first provides Cable Service to its first Subscriber in the City, Franchisee shall meet with the City to discuss and reach mutual agreement on the most efficient means by which Franchisee, without having to extend its facilities beyond areas then passed, can connect with and obtain access to existing transport paths used for PEG Access programming in order to enable the transmission of PEG Access programming over the Cable System.

(2) In the event the parties are not able to reach mutual agreement pursuant to Section 19 (H)(1) above, Franchisee agrees that prior to the date on which Franchisee first provides Cable Service to its first Subscriber in the City, Franchisee shall provide a technical solution that will enable the transmission of PEG Access programming over the Cable System, to the below locations:

1. KSPS Facility, located at 3911 South Regal Street.
2. City Hall via City Water Works Building on Hamilton & North Foothills.

(3) If the City desires to relocate either or both of the PEG Access transmission points identified in Section 19(H)(2), the Franchisee shall, upon receipt of reasonable advance written notice from the City, meet with the City to discuss and reach mutual agreement on the most efficient means by which Franchisee can connect with and obtain access to such new transport paths to enable the transmission of PEG Access programming over the Cable System, if technically feasible. Each party shall cover the costs on its side of the demarcation point. City will not be assessed additional fees or recurring costs for the provisions of SD or HD Access Channels after the signal leaves the City’s control.

(4) Failure to comply with the provisions of this Section 19 shall constitute a material breach of this Franchise Agreement.

SECTION 20.
PARENTAL CONTROL.

(A) Franchisee shall provide Subscriber controlled Lockout Devices (audio and visual) or similar capability at a reasonable charge to Subscribers upon their request.

(B) As to any program which is transmitted on a Channel offered on a, per Channel, or per program basis, Franchisee shall block entirely the audio and video portion of such program from reception by any Subscriber who so requests. Scrambling of the signal shall not be sufficient to comply with this provision.

SECTION 21. TRANSFER OF RIGHTS.

(A) Any unauthorized transfer in violation of SMC 10.27A.395 shall be deemed a material breach in default of this Franchise Agreement and shall subject the Franchisee to all penalties and remedies prescribed in this Franchise Agreement and SMC 10.27A and to all other remedies, legal and equitable; which are available to the City, including, but not limited to:

(1) The immediate entry of an order by a court of competent jurisdiction (i) enjoining Franchisee, its officers, agents, employees and all others acting in concert with them, from transferring or assigning or otherwise disposing of any interest in the Cable System, (ii) appointing a receiver, acceptable to the City, who shall forthwith assume the management of the Cable System in accordance with the terms and conditions of this Franchise Agreement, and (iii) requiring all subscription fees, Installation fees and all other fees payable to Franchisee to be paid into an escrow account which shall be subject to release to Franchisee only on order of the Court.

(2) The immediate termination of this Franchise Agreement and acceleration of all the obligations and rights thereunder, including, but not limited to those described in Section 27 of this Franchise Agreement.

(B) Franchisee shall notify the City Clerk in writing of any occurrence which constitutes a transfer not in accordance with the provisions of SMC 10.27A.395 or this Franchise Agreement.

(C) Franchisee shall notify the City Attorney in writing of the entry of any judgment against Franchisee which would negatively affect the continued operation of this Cable System within seventy-two (72) hours of the occurrence of such event.

SECTION 22. LETTER OF CREDIT; PERFORMANCE SECURITY FOR OBLIGATIONS.

(A) In accordance with SMC 10.27.330, Franchisee shall maintain security, hereafter referenced as "Performance Security" as follows: Franchisee shall secure and maintain a performance bond in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). If at any time thereafter, Franchisee does not continue to maintain a fully compliant rating (no claim against the Performance Bond which has been sustained following all applicable appeals), the City may require the Performance Bond to be

replaced by a letter of credit sufficient to cover one hundred fifty percent (150%) of draws as reasonable estimated by the City, but not less than One Hundred Thousand and No/100 Dollars (\$100,000.00), upon sixty (60) days written notice to Franchisee. Upon petition by Franchisee and sufficient showing of adequacy, the City may permit an escrow deposit or combination escrow deposit and letter of credit.

(B) If this Franchise Agreement is transferred for reasons requiring consent of the City, the Performance Security requirement may be modified as required by the City, up to the amount set in SMC 10.27A.330.

(C) Failure to deposit said Performance Security or the failure to maintain the Performance Security, in the full amount required herein, in effect during the entire term of this Franchise Agreement, and of any renewal or extension thereof, shall constitute a material breach of this Franchise Agreement.

(D) The City reserves the right to impose additional bond requirements upon the Franchisee, pursuant to the terms and provisions of the City's Municipal Code, regarding Franchisee's construction in the Public Right of Way.

SECTION 23.

PROCEDURE FOR DRAWING ON PERFORMANCE SECURITY.

(A) Except as provided in Section 30 with respect to delinquent Franchise Fee and PEG Fee payments, the conditions applicable to the City's right to draw on the Performance Security are stated in Sections 23-26. The procedure for drawing on the Performance Security shall be as follows:

(1) If the Franchisee fails to make timely payment to the City of any amount due under this Franchise Agreement other than Franchise Fee or PEG Fee payments, the City shall have the right to draw on the Performance Security following seven (7) days advance written notice to Franchisee, including the notice information required in Section 24(A), unless the amount due is received within such seven (7) day period. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security up to the amount of nonpayment, plus applicable interest and penalties, following the initial seven (7) day notice period. [Cross reference SMC 10.27A.310]

(2) If the Franchisee fails to take timely action as requested by the City with respect to its facilities in the Public Rights of Way which might expose the City to loss or liability, the City shall have the right to draw on the Performance Security an amount reasonably sufficient to prevent or offset the loss or liability, first giving twenty (20) days advance written notice to Franchisee, including the notice information required in Section 24(A). If no Franchisee response is received within twenty (20) day period or if Franchisee has not already cured, the City may proceed to draw on the Performance Security. If a written Franchisee response is received within such period, the City shall then wait at least ten (10) days before

making any draw on the Performance Security. Franchisee may request a hearing on this decision as provided in Section 26, but this does not delay the City's right to draw upon the Performance Security. This does not limit the City's rights to take any actions necessary in case of emergencies or the right of either party to seek injunctive relief in a proper case.

(3) The time periods for lawful withdrawal referenced in Section 23(A) (1) and (2) above, may be extended by City in writing in City's discretion. For any other reason besides Section 23(A) (1) and (2) above, Franchisee may request a hearing under Section 26 prior to a City draw on Performance Security. This limitation expires upon expiration of the time to request the hearing, or if one is requested, it expires thirty (30) days after the municipal hearings process is concluded, whether or not further court review is requested. This shall not limit the right of Franchisee to seek injunctive relief in appropriate cases with respect to said draw.

(B) Upon drawing funds from the Performance Security, the City shall give written notice thereof the Franchisee. Not later than thirty (30) days after the mailing or delivery of notice from City to Franchisee indicating a draw, Franchisee must restore the Performance Security to its full required amount.

(C) The collection by City of any damages, monies or penalties from the Performance Security shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Performance Security be deemed a waiver of any right of City pursuant to this Franchise Agreement, except as provided with respect to liquidated damages or as provided in Section 23.

SECTION 24. ENFORCEMENT.

(A) This section does not apply to revocation of the Franchise Agreement. Whenever the City seeks to enforce the Franchise Agreement, it shall first provide written notice to the Franchisee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise Agreement may be modified by written stipulation of the City and Franchisee, except time limits relating to revocation of this Franchise Agreement or where otherwise required by law must be approved by the City Council.

(B) Except in case of urgency or public need relating to management of the Public Right of Way as reasonably determined by the City, the Franchisee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (1) contesting it; or
 - (2) accepting it and agreeing to cure as requested within time limits specified;
- or

(3) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the official informed as to the steps to be taken and a projected completion date.

(C) If the official is not satisfied with the response, they shall notify the Franchisee in writing. Franchisee may thereafter request a hearing thereafter as provided in Section 26(C).

(D) Code Violations. Franchisee agrees the City may elect to enforce any provision of the Spokane Municipal Code without regard to this Franchise Agreement.

SECTION 25. LIQUIDATED DAMAGES.

(A) Because Franchisee's failure to comply with the provisions of this Franchise Agreement will result in damage to the City and because it will be impractical to determine the actual amount of such damages, the City and Franchisee hereby agree upon and specify certain amounts set forth hereafter in this section which represent both parties' best estimate of the damages taking into consideration all factors, including the number of Subscribers that the Franchisee serves and/or is anticipated to serve over time.

(B) The City shall specify any damages subject to this section and shall include such information in the notice sent to Franchisee required under Section 24(A). Such a notice may provide for damages sustained prior to the notice where so provided, and subsequent thereto pending compliance by Franchisee.

(C) To the extent that the City elects to assess liquidated damages as provided in this section and such liquidated damages have been paid, the parties agree that this shall be the City's sole and exclusive damage remedy in lieu of actual damages; provided, that this shall not limit the right of the City to seek equitable or other relief as reserved in Section 26(C).

(D) Unless otherwise provided, liquidated damages do not accrue after the timely filing of a request for hearing by Franchisee until the time of a decision from the hearing. Nothing in this section prevents the parties from settling any dispute relating to liquidated damages by mutual stipulation.

(E) Franchisee may cure the breach or violation within the time specified to petition for review to the City's satisfaction, whereupon no liquidated damages are assessed.

(F) After fulfilling the procedure required under Section 24, Franchisee has thirty (30) days to pay such amounts. If not paid thereafter, liquidated damages shall be immediately payable from the Performance Security, without further notice, upon demand by the City and a statement that the provisions of this section have been fulfilled. Franchisee may seek review of any assessment of liquidated damages under Section 26.

(G) Schedule of Liquidated Damages. Liquidated damages are set as follows. All amounts accrue per day but not beyond the number of days to exceed the amount of Ten

Thousand and No/100 Dollars (\$10,000) per twelve (12) month period unless specifically provided. Nothing requires the City to assess liquidated damages, acting in its sole discretion, but such non-assessment does not operate as waiver or estoppel upon the City. City agrees not to seek liquidated damages under paragraphs (5) and (6) of this subsection for any acts or omissions occurring prior to the date on which Franchisee serves three thousand (3,000) Subscribers, however, the City reserves the right to pursue any and all other remedies that may be available under this Franchise, the Spokane Municipal Code and applicable law.

- (1) For failure to provide Cable Service as promised in Section 16 of this Franchise Agreement, Five Hundred and No/100 Dollars (\$500) per day,
- (2) For failure to provide data, documents, reports and information as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day per each separate violation.
- (3) For failure to conduct tests as required by this Franchise Agreement, Fifty and No/100 Dollars (\$50) per day.
- (4) For failure to comply with PEG Access requirements outlined in Section 19, One Hundred Fifty and No/100 Dollars (\$150) per day.
- (5) For failure to answer Subscriber telephone calls in accordance with the standards in SMC 10.27A.700(B)(1) of the Spokane Municipal Code, as incorporated by reference in Section 33(A) of this Franchise Agreement, in any calendar quarter where Franchisee fails to meet the applicable standard and performs at eighty percent (80%) or above, Franchisee shall pay the City Five Hundred and No/100 Dollars (\$500); in any calendar quarter where Franchisee fails to meet the applicable standard and perform at less than eighty percent (80%) but at least seventy percent (70%), Franchisee shall pay the City Two Thousand Five Hundred and No/100 Dollars (\$2,500); in any calendar quarter where Franchisee fails to meet the applicable standard and performs at less than seventy percent (70%), the Franchisee shall pay the City Five Thousand and No/100 Dollars (\$5,000). NOTE: Franchisee will be deemed to have complied with the applicable telephone call answering and wait time standards whenever a Subscriber call is connected to an automated answering system within thirty (30) seconds after the call first rings and the Subscriber is transferred to a customer service representative within thirty (30) seconds after the Subscriber makes an automated or voice request to be so transferred.
- (6) For any violation of the any other customer service standard, One Hundred and No/100 Dollars (\$100) per day per violation, not to exceed One Thousand and No/100 Dollars (\$1,000) for any single violation.
- (7) Failure to maintain insurance or Performance Security as required in this Franchise Agreement Five Hundred and No/100 Dollars (\$500) per day. NOTE: for this item, there is no cure privilege, no abeyance pending any hearing, or

forgiveness of liquidated damages because of absence of prior violation or breach. There is further no limitation on cumulative liquidated damages for this item.

(8) Failure to indemnify the City as required in Section 25: Five Hundred and No/100 Dollars (\$500) per day. NOTE: this assessment is for delay only and does not excuse any other actual damages for failure to indemnify.

(9) Failure to pay liquidated damages lawfully assessed under this Franchise Agreement, where the same have not been otherwise recovered from the Performance Security: one percent (1%) of the unpaid amount per month. There is no cumulative limitation on the amount of this item, no right of cure beyond any extended prior to the assessment of liquidated damages and no abeyance pending any hearings or appeal process beyond that as may have been previously extended at the time such liquidated damages were initially assessed.

(10) For all other violations of the Franchise Agreement for which actual damages may not be ascertainable: One Hundred and No/100 Dollars (\$100) per day for each violation.

(11) Where Franchisee has three (3) or more of the same violation or breach events (an "event" may involve multiple customers, but is discrete in time or circumstances) within any twelve (12) month period subsequent to the date on which Franchisee serves three thousand (3,000) Subscribers, all applicable damages amounts are doubled.

SECTION 26. HEARINGS.

Except for revocation matters, which are dealt with in Section 27, Franchisee may request a hearing as follows:

(A) Franchisee files a written request within fourteen (14) days of receipt of a decision it wants reviewed with the City Administrator. The request does not stay the effect of the decision or obligation to comply or exercise of any remedy available to the City except as otherwise provided. The City Administrator may conduct the hearing or appoint an alternate hearings officer, who shall not be the person issuing the order or such person's subordinate. For matters exceeding Twenty-five Thousand and No/100 Dollars (\$25,000) reasonably estimated value in controversy as determined by the City Administrator, the Franchisee may file a request that the City Hearings Examiner conduct the hearing. A reasonable filing fee may be set by the Hearings Examiner or generally applicable ordinances. If not otherwise provided, the filing fee is One Hundred and No/100 Dollars (\$100).

(B) The hearing may be informal and shall be conducted within twenty (20) days, with at least ten (10) days prior notice to both sides. The official conducting the hearing is responsible to keep a record of any materials submitted and shall record the hearing by video or audio tape in any matter involving Twenty-five Thousand and No/100 Dollars (\$25,000) reasonable estimated value amount in controversy and in any other matter if

requested by either side. A written decision shall be issued within ten (10) days. Either party may appeal the decision to a court of competent jurisdiction in Spokane County within thirty (30) days.

(C) Except where otherwise provided, at the conclusion of the City hearings process, if Franchisee remains in default, it shall correct said default in fifteen (15) days or as otherwise ordered by the City. In the event the Franchisee does not cure within such time to the City's reasonable satisfaction, the City may draw from the Performance Security any liquidated damages or penalties resulting from Franchisee's default if not already done or await the conclusion of the judicial process. Nothing herein limits the City's right to seek any other relief as provided in Section 26.

(1) If liquidated damages have not been assessed and paid, seek any other legal or equitable relief as provided by contract or at law and/or

(2) await the conclusion of any judicial review process.

(3) In the case of a default of a material provision of this Franchise Agreement, nothing herein limits the City's right to seek to revoke this Franchise Agreement in accordance with Section 27 and/or assert such default as a basis for non-renewal or non-extension of the Franchise Agreement.

(4) Where Franchisee seeks judicial review and ultimately prevails, any money judgment against the City shall be paid or may thereafter be offset by Franchisee, in Franchisee's discretion, against further Franchise Fee payments due to the City. In such event, Franchisee shall notify the City at least sixty (60) days prior to apply the offset.

SECTION 27. REVOCATION.

(A) The City may revoke this Franchise Agreement and rescind all rights and privileges associated with this Franchise Agreement in the following circumstances:

(1) Franchisee fails to perform any material obligation under this Franchise Agreement; or

(2) Franchisee attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the City or Subscribers.

(B) Prior to revocation of the Franchise Agreement, the City shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement, setting forth the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a timely and satisfactory response from the Franchisee, it may then seek a revocation of the Franchise Agreement by the City Council in accordance with this section.

(C) Any proceeding regarding revocation shall be conducted by the City Council and open to the public. The Franchisee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, the Franchisee and City staff shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence. Franchisee may request or the City may refer the matter to be heard by the City's hearing examiner. A complete verbatim record and transcript or video tape shall be made of such proceeding and the cost shall be shared equally between the parties. The City shall maintain a record of such proceeding consistent with its record retention policies. Nothing herein prohibits Franchisee from paying to create a written transcript of the proceeding. The City Council shall hear any Persons interested in the revocation, and shall allow the Franchisee, in particular, an opportunity to state its position on the matter reserving the right to set reasonable time limits or refer extended presentations to the City hearing examiner.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise Agreement; or if the breach at issue is capable of being cured by the Franchisee, it shall direct the Franchisee to take appropriate remedial action within the time and in the manner and on the terms and conditions that are reasonable under the circumstances, as determined in City's sole discretion. If the City Council determines that the Franchise Agreement is to be revoked, the City Council shall issue a written decision and shall transmit a copy of the decision to the Franchisee. The Franchisee shall be bound by the City Council's decision to revoke the Franchise Agreement unless it appeals the decision to a court of competent jurisdiction within thirty (30) days of the date of the decision. Upon timely appeal, the effect of revocation is stayed pending final judicial resolution, but this shall not affect accrual of penalties or the right of the City to take any other enforcement action, including curing the default at Franchisee's expense and liability, also subject to judicial review.

(3) The Franchisee shall be entitled to such relief as the court may deem appropriate.

(D) The Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise Agreement in lieu of revocation.

SECTION 28. INSURANCE, BONDS, INDEMNITY.

(A) Upon the granting of this Franchise Agreement and following simultaneously with the filing of the acceptance of this Franchise Agreement and at all times during the term of this Franchise Agreement, the Franchisee shall obtain, pay all premiums for, and deliver to the City, written evidence of payment of premiums for and a certificate of insurance, naming the City as an additional insured, with a company licensed to do

business in the State of Washington with a rating by A.M. Best and Co. of not less than “A” or equivalent, for the following:

- (1) A comprehensive commercial or general liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys’ fees and interest arising therefrom) on account of personal injury, bodily injury or death of a Person or Persons or damages to property occasioned by the operations of the Franchisee under this Franchise Agreement, or alleged to have been so caused or occurred, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000) per occurrence and Five Million and No/100 Dollars (\$5,000,000) in the annual aggregate.
 - (2) A comprehensive automobile liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys’ fees and interest arising therefrom) for bodily injury and property damage occasioned by any vehicle operation of the Franchisee, or alleged to have been so caused or occurred, with a minimum liability of One Million and No/100 Dollars (\$1,000,000) per Person and Five Million and No/100 Dollars (\$5,000,000) in any one (1) accident or occurrence.
- (B) If the Franchisee undertakes any Construction with regard to the Cable System, the cost of which exceeds Five Hundred Thousand and No/100 Dollars (\$500,000), the Franchisee shall maintain a construction bond in accordance with SMC 10.27A.320(B).
- (C) Not less than thirty (30) days prior to its expiration, Franchisee shall deliver to City, a substitute, renewal or replacement policy or bond conforming to the provisions of this Franchise Agreement and SMC 10.27A.320.
- (D) The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for damage arising out of the construction, reconstruction, use, operation, ownership and maintenance of the Cable System under this Franchise Agreement, except that no such requirement shall apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, commissions, agents and employees while acting on behalf of the City. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee’s Cable System whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise Agreement.

Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as costs and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney, Assistant City Attorneys or any outside consultants employed by the City. Franchisee shall not be required to provide indemnification to City for programming cablecast over the PEG Access Channels administered by City. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

(E) Failure to comply with the provisions this section shall constitute a material breach of this Franchise Agreement.

(F) Franchisee waives immunity under Title 51 RCW to the extent necessary to fulfill its indemnity obligation. This provision has been specifically negotiated.

SECTION 29. REPORTS.

(A) The City has the right to inspect books and records of Franchisee, which are reasonably necessary to monitor the Franchisee's compliance with the provision of Cable Services under this Franchise Agreement. Within five (5) days of receiving written notice from the City to inspect the Franchisee's books and records under this provision, the Franchisee shall within ten (10) business days or a mutually agreeable date and time, accommodate the City's request at the Franchisee's business office in the City, during Normal Business Hours, and without unreasonably interfering with the Franchisee's business operations. All such documents pertaining to financial matters shall be preserved and maintained in accordance with Franchisee's standard record retention policy except for financial records which are governed by Section 30(D) hereof.

(B) Proprietary and Confidential Information. The City has the right to request a copy of the books and records that are not identified as proprietary or confidential as described under this paragraph. The City shall have a right to inspect within the City, but the Franchisee shall not be required to release information that it reasonably deems to be proprietary or confidential in nature provided that this shall not prevent the release of such proprietary or confidential documents for purposes of any enforcement proceeding where appropriate legal steps are available to address Franchisee's concerns regarding confidentiality. The City agrees not to oppose any request for confidentiality.

(C) In the event the Franchisee asserts that certain information is proprietary or confidential in nature, the Franchisee shall identify generally the information which it deems propriety and confidential and the reasons for its confidentiality in writing to the

City. Each page of such information provided will be clearly marked as “proprietary and confidential.” The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The City shall not retain information designated as proprietary or confidential by Franchisee for a period of time any longer than necessary to complete its review and any resulting enforcement proceeding therefrom. The City shall certify to Franchisee the destruction of such records.

(D) The Franchisee shall not be required to provide customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the City receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the City shall notify Franchisee of such request and Franchisee shall have ten (10) business days to file a lawsuit in Spokane County seeking injunctive or other relief should Franchisee choose to oppose such request.

(E) Franchisee shall be temporarily relieved of the obligation to provide the quarterly customer service report required in SMC 10.27A.410(A) until the first quarter following the quarter during which Franchisee first provided Cable Service to its first Subscriber. Thereafter, the City Administrator, upon thirty (30) days’ notice and after consultation with Franchisee, shall determine whether to grant further relief regarding the timing and substance of such customer service report.

(F) File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain a file available for public inspection in the manner required pursuant to the FCC’s rules and regulations.

(G) Complaint File and Reports. Franchisee will keep an accurate and comprehensive file of all Complaints and Franchisee’s actions in response to those Complaints in a manner consistent with the privacy rights of Subscribers. Upon thirty (30) days written request, Franchisee will provide a report to the City that contains total number and summary of all Complaints received by category, length of time taken to resolve and action taken to provide resolution.

(H) Route Map. In lieu of SMC 10.27A.410(E) and upon 30 (thirty) days written request, the Franchisee shall only provide a route map that depicts, based upon information available, the general location of the Cable System facilities placed in the Public Rights of Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. The Franchisee shall also

provide in an electronic format generally compatible with the City's electronic mapping system aerial/underground facilities and the centerline road reference to allow City to add this information to City's GIS program.

SECTION 30.
PAYMENT OF FEES AND COSTS.

(A) From and after the effective date of this Franchise Agreement and throughout the full term of this Franchise Agreement, the Franchisee shall pay to the City, in addition to the PEG Fee described in Section 19(F) of this Franchise Agreement, a Franchise Fee in the amount of five percent (5%) of its annual Gross Revenues in the City, pursuant to 47 U.S.C. § 542. Payment of both the franchise fee and PEG Fee shall be due by forty-five (45) days after the end of each calendar month ("Due Date"), *provided that for the three (3) year period starting with the first quarter in which Franchisee has Gross Revenues, the Due Date for payment of the Franchise Fee and PEG Fee will be no later than forty-five (45) days after the end of each calendar quarter.*

(B) No acceptance by the City of any payment of Franchise Fees or PEG Fees from Franchisee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid shall be subject to auditing and recomputation by the City.

(C) Any Franchise Fee payments or PEG Fee payments owing pursuant to this Franchise Agreement which remain unpaid on the Due Date shall be delinquent and shall thereafter accrue interest calculated at twelve percent (12%) per annum.

(D) If Franchisee receives written notice from the City of the Franchisee's failure to make timely payment of the Franchise Fee or PEG Fee due under this Franchise Agreement, the Franchisee shall have fifteen (15) days from receipt of such notice either to provide the City with proof that the payment was made on or before the Due Date or to make the payment, together with any accrued interest. If Franchisee fails to respond within fifteen (15) days, the payment will be deemed delinquent and the City may, on seven (7) days' notice to Franchisee, draw on the Performance Security in an amount not to exceed the amount of the Franchisee's most recent Franchise Fee payment (in the case of a delinquent Franchise Fee payment) or PEG Fee payment (in the case of a delinquent PEG Fee payment). The City shall give notice to the Franchisee of the amount drawn on the Performance Security on the date such draw occurs.

(E) Either the Franchisee or the City may contest whether the amount drawn on the Performance Security pursuant to this section represents the actual amount of the Franchise Fees or PEG Fee due from the Franchisee. The Franchisee may initiate such challenge by requesting a hearing within thirty (30) days of receiving notice of the amount of the draw, such hearing to be conducted pursuant to the procedures in Section 26. The City may initiate such a challenge by requesting an audit pursuant to Section 30(F).

(F) If a hearing or audit conducted pursuant to Section 30(D) of this Franchise establishes that additional Franchise Fee or PEG Fee payments are due from the Franchisee, the Franchisee shall have fifteen (15) days to remit the additional amount due plus interest on that amount accruing at twelve percent (12%) per annum back to the Due Date. If a hearing or audit conducted under Section 30(D) establishes that the amount of the Performance Security draw exceeds the amount that was due from the Franchisee, the Franchisee shall be entitled to a credit equal to such amount against its next quarterly Franchise Fee or PEG Fee payment.

(G) Franchise Fees Subject to Audit. Upon reasonable prior written notice, during Normal Business Hours, at a location agreed upon with the Franchisee, the City shall have the right to inspect the Franchisee's financial records used to calculate the City's Franchise Fees. The City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Franchisee shall review and the City shall be entitled to review Franchisee's historical financial records used to calculate the City's Franchise Fees consistent with the currently applicable state statute of limitations.

(H) Failure to comply with this section shall constitute a material breach of the Franchise Agreement.

SECTION 31. SERVICE OF NOTICE.

(A) All notices required to be given in writing under this Franchise Agreement shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Franchisee or City Administrator forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

| | |
|-------------|---|
| If to City: | City Administrator City of Spokane 5 th Floor Municipal Building W 808 Spokane Falls Boulevard Spokane WA 99201-3333 |
|-------------|---|

| | |
|-------------------|---|
| If to Franchisee: | TDS Metrocom, LLC Attention: Legal Department 525 Junction Road, Suite 78000 Madison, WI 53717 |
|-------------------|---|

Franchisee shall maintain within the City, throughout the term of this Franchise Agreement, an address for service of notice by mail. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 32.
SUCCESSORS AND ASSIGNS.

Subject to the requirements contained in this Franchise Agreement, this Franchise Agreement shall be binding on any successors or assigns of Franchisee.

SECTION 33.
CUSTOMER SERVICE STANDARDS.

(A) Customer Service Standards.

(1) Franchisee shall satisfy the consumer protection and service standards as outlined in SMC 10.27A.700 during the term of this Franchise Agreement provided that Franchisee may seek a waiver from the City of its obligation under SMC 10.27A.700.B to maintain a local office based on a lack of use of such office. The City hereby further adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Except as otherwise provided herein, the Franchisee shall comply in all respects with SMC 10.27A.700 and the customer service requirements established by the FCC.

(2) The above Customer Service Standards shall apply once Franchisee provides Cable Service to its first Subscriber in the City and throughout the remainder of the term of this Franchise.

(B) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (1) is not misleading and (2) does not omit material information. Notwithstanding anything to the contrary, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(C) Privacy Protection. The Franchisee shall comply with all applicable federal privacy laws pertaining to Cable Services, including Section 631 of the Cable Act and regulations adopted pursuant thereto. The City reserves any right it may have to impose subscriber privacy standards if the Operator is no longer subject to federal requirements concerning subscriber privacy.

SECTION 34.
REMEDIES CUMULATIVE.

Subject to applicable law, the rights and remedies reserved to the City by this Franchise Agreement are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies which the City may have with the respective subject matter of this Franchise Agreement. A waiver of rights or remedies shall not affect any other rights or times.

SECTION 35.
MISCELLANEOUS PROVISIONS.

(A) Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement of SMC 10.27A.700, conditions outside of Normal Operating Conditions are a basis to excuse Franchisee's performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Franchisee's reasonable control.

(B) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

(C) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(D) In-Kind Cable-Related Contributions.

(1) At any time after this Franchise Agreement is approved by the City Council, the Franchisee may, if Franchisee so chooses, provide the City with a written list of "in-kind cable-related contributions" (as that term is defined by the FCC in the Section 621 Order) that the Franchise Agreement requires Franchisee to provide (including but not limited to the Complimentary Service requirements in Section 16(E) and any PEG Transport required by Section 19(H)). Within ninety (90) days of receiving the aforementioned list, the City will notify the Franchisee whether, with respect to each identified in-kind cable-related contribution, the Franchisee is relieved, or temporarily relieved, of its obligations or is required to comply, subject either to the Franchisee taking an offset to the Franchise Fee payments payable under Section 30(A) as may be permitted by the Section 621 Order or to the Franchisee and the City agreeing to a separately negotiated charge payable by the City to the Franchisee.

(2) In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Franchisee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. Nothing herein waives the City's right to enforce Franchisee's compliance with all lawful obligations contained in this Franchise Agreement.

SECTION 36.
APPLICABLE LAW.

This Franchise Agreement is a voluntary contract and its obligations are protected against impairment by the Constitution and laws of the State of Washington and United States. Subject to this protection both parties reserve any rights, substantive or procedural, they may have under federal or state law. This Franchise Agreement shall be construed in accordance with and governed by the laws of the State of Washington, except where preempted by federal law. Venue for any court proceedings under this Franchise Agreement shall be in Spokane County. This does not apply to FCC hearings.

PASSED by the City Council on _____, 2019

Attest:

Council President

Approved as to form:

City Clerk

Assistant Attorney

Mayor

Date

EFFECTIVE DATE

ACCEPTED: This Franchise Agreement is accepted, and we agree to be bound by its terms and conditions.

TDS METROCOM, LLC

Date: _____, 2019

By: _____

Its: _____

SWORN TO BEFORE ME this

_____ day of _____, 2019

NOTARY PUBLIC

EXHIBIT A

Free Service to Public Buildings

CITY TO COMPLETE FOR TDS' REVIEW

NAME

ADDRESS

City Hall

Fire Station

Police Station

Library

State accredited K-12 public and
private schools

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

12/09/2019

Date Rec'd

11/25/2019

Clerk's File #

ORD C35866

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Hearings

Agenda Item Name

4700- VACATION OF ALLEY BETWEEN FRANCIS AVE & DECATUR AVE

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Vacation of the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street, as requested by Richard Ziesmer.

Summary (Background)

At its legislative session held on November 4, 2019 the City Council set a hearing on the above vacation for December 9, 2019 Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

Urban Experience

Other**Distribution List**

edjohnson@spokanecity.org

ebrown@spokanecity.org

kbecker@spokanecity.org

jwest@spokanecity.org

dnorman@spokanecity.org

ccortright@spokanecity.org

korlob@spokanecity.org

Additional Approvals**Purchasing**

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35866

An ordinance vacating the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street,

WHEREAS, a petition for the vacation of the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street has been filed with the City Clerk representing 85% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between Francis Avenue and Decatur Avenue, from the east line of Haven Street to the west line of Market Street is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Comcast to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
October 16, 2019

LOCATION: Alley between Francis & Decatur, from Haven to Market

PROPONENT: Richard Ziesmer

PURPOSE: Alley collects garbage and is utilized by homeless. Owner would like to privately maintain

HEARING: December 9, 2019

REPORTS:

AVISTA UTILITIES – Avista does not require any easement reservations.

COMCAST – Comcast has reviewed the vacation request. We have no objections to the vacation.

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the requested vacation.

CENTURYLINK – CenturyLink has cable facilities in this alley and we would like to retain utility easement rights. These rights should provide for maintenance, construction and reconstruction as needed.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – Fire has no objections.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No concerns

PLANNING & DEVELOPMENT – PLANNING – No concerns with this vacation. There was a Pre-Development meeting to redevelop the majority of the block .

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – The Street Department has no objections to the vacation of the alley.

WASTEWATER MANAGEMENT – We have no assents in the proposed vacation area so we have no objection to the vacation provided on site run off be maintained and treated on site.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link, shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$18,829.80 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2020.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



P1905340VACA



Right-of-way Description:
The alley between Francis Ave
and Decatur Ave, from the east line
of Haven St. to the west line of Market St.

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.



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NOV 27 2019

CITY CLERK'S OFFICE

DRESSEL PROPERTIES

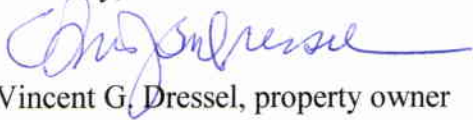
November 25, 2019

Ms. Terri Pfister, City Clerk
City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99220

RE: P1905340VACA

In regard to the proposed vacation of the alley between Francis Avenue and Decatur Ave., from the east line of Haven Street, to the west line of Market St., I DO NOT want the alley vacated because it is a critical access to my property on the corner at 6225 N Market Street for fire and emergency vehicles and common access.

Sincerely,



Vincent G. Dressel, property owner

Cc: Neil Humphries, Attorney At Law
Ste. 830 Paulsen Bldg.
Spokane, WA 99201

Dec.5th, 2019

Ms.Terri Pfister, City Clerk

City of Spokane

808 W Spokane Falls Blvd.

Spokane, WA 99220

RE: P1905340VACA

In regards to the proposed vacation of the alley between Francis Ave. & Market St.

I own 10 1/2 of the 12 lots that face this alley between Haven and Market. The remaining

1 1/2 lot is a corner lot facing Francis and Market owned by Mr. Dressel. Access to enter the west end of this unimproved 15 ft wide alley may be impractical for fire and emergency needs.

Also the fire hydrant is located on the North side (Francis Ave) of this corner lot.

For common use of this ally for the corner property tenants and customers is not very practical being it is narrow, unimproved and rutted. Entrance access from the West would be from Francis.

Entrance from the South off Market St. There is no left turn from Market St. onto Decatur Ave so to gain access, it would require going around several blocks.

Also of interest, I have a signed Purchase and Sell Agreement from Cark Pacific Real Estate Co. for Vincent Dressel to purchase all my real property at this location.

Sincerely,

Richard A Ziesmer

P1905340VACA

E Francis Ave

E Decatur-Francis Aly

E Decatur Ave

N Market St

N Haven St



Right-of-way Description:
The alley between Francis Ave
and Decatur Ave, from the east line
of Haven St. to the west line of Market St.

Legend

vacation

1. The City of Decatur is not responsible for the accuracy of the information provided in this document. The City of Decatur is not responsible for the accuracy of the information provided in this document. The City of Decatur is not responsible for the accuracy of the information provided in this document.

